



BID DOCUMENT

CONTRACT NUMBER: FIN001/2024

Appointment of a Financial Management Company for the Assistance with Compilation of Annual Financial Statements for a period of Three (3) Years

Name of Company :

Contact Name :

Contact No :

Email Address :

CSD Supplier Number :

Tender Amount (VAT incl.): R

Amount in words

.....

.....

PREPARED BY:

DIHLABENG LOCAL MUNICIPALITY
PO BOX 551
BETHLEHEM
9700

TEL : 058 303 5732
FAX : 058 303 4703

CONTACT PERSON: Lydia Mosia (Manager Financial Accounting)

VERY IMPORTANT NOTICE ON DISQUALIFICATION

A Bid not complying with the peremptory requirements stated hereunder will be regarded as being a not “Acceptable Bid” and as such will be rejected.

“Acceptable Bid” means any bid which, in all respects, complies with the conditions of Bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act and related legislation as published in Government Gazette No 20549, in terms of which provision is made for this policy.

1. Submit bid in the correct bid box
2. Submit bid before closing date and time
3. Fill in the required information in all Forms/Schedules.
4. Complete all Forms/Schedules in ink. Do not use pencils or correction fluid to make corrections.
5. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. Do not scratch out, write over rates, paint over rates or use correction fluid.
6. Do not remove pages from the bid document. Do not take the document apart
7. Ensure that witnesses signed where required
8. Price the Activity Schedules as required
9. Attend the compulsory site/clarification meetings if stated in the advert
10. Submit the applicable completed Authority for Signatory form and attach a certified copy of the members/directors resolution
11. Attach to the bid documents a copy of a signed Joint Venture agreement (if applicable)
12. Only the person authorised to do so may sign the bid offer
13. Attach to the bid document proof of membership of professional organisation, appointment letters and completion certificates for work done and Central Supplier Database report
14. If a valid tax clearance certificate or copy thereof (in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.
15. Form of offer not completed and signed by the authorised signatory

Furthermore, the bid will be considered as not acceptable if:

16. The bidder attempts to influence, or has in fact influenced the evaluation of the bid and/or the awarding of the contract.
17. The bidder during the last 5 years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
18. The bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
19. The bidder has abused the DLM's Supply Chain Management System
20. The bidder or any of its directors is in arrear for more than 3 months for any municipal rates and taxes owed to the DLM or any other municipality.
21. Irrespective of the procurement process followed, no award may be given to a person-
 1. who is in the service of the state, or
 2. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 3. who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
22. The bidder may only submit a bid on the documentation provided by the DLM.

Bids containing any one or more of the following errors or omissions will not be rejected, provided that when the bid is awarded to such a bidder, the error or omission is corrected:

- Failure to initial each page of the bid document

Bidder: Initial of authorised signatory/ies _____

DLM: Initial _____

Witness: Initial _____

NOTE:

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER

1. CLIENT, EMPLOYER, DIHLABENG LOCAL MUNICIPALITY (DLM)
2. BIDDER, CONTRACTOR, SERVICE PROVIDER
3. BID AND TENDER AND VARIATIONS THEREOF
4. JOINT VENTURE / CONSORTIUM

Bidder: Initial of authorised signatory/ies _____

DLM: Initial _____

Witness: Initial _____

DIHLABENG LOCAL MUNICIPALITY

BID DOCUMENT

**Appointment of a Financial Management Company for the Assistance with
Compilation of Annual Financial Statements for a period of Three (3) Years**

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:

CSD REGISTRATION NUMBER:

PHYSICAL STREET ADDRESS	POSTAL ADDRESS

TELEPHONE NUMBER :

FAX NUMBER :

E-MAIL ADDRESS :

***BID PRICE** :

*(Amount brought forward from the Form of Offer and Acceptance)

Signed by Authorised Representative of Bidding Entity:

SIGNATURE :

DATE :

NOTE: Should any discrepancy occur between the above amounts and those stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

DIHLABENG LOCAL MUNICIPALITY

Appointment of a Financial Management Company for the Assistance with Compilation of Annual Financial Statements for a period of Three (3) Years

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DIHLABENG LOCAL MUNICIPALITY

**Appointment of a Financial Management Company for the Assistance with
Compilation of Annual Financial Statements for a period of Three (3) Years**

PART T1

BIDDING PROCEDURE

DIHLABENG LOCAL MUNICIPALITY

**Appointment of a Financial Management Company for the Assistance with
Compilation of Annual Financial Statements for a period of Three (3) Years**

PART T1.1

BID NOTICE AND INVITATION TO BID

INVITATION TO BID

DIHLABENG LOCAL MUNICIPALITY

Suitable service providers are hereby invited to submit proposals for the provision of the following service:

Project Name	Bid No.	Compulsory Briefing Session	Evaluation and Adjudication Criteria and Preference Points	Enquiries
Appointment of a Financial Management Company with Compilation of Annual Financial Statements for a period of Three (3) Years	FIN001/2024	N/A	Bids will be evaluated based on: Stage 1: Responsiveness Stage 2: Functionality Stage 3: Financial Offer and Preference(80/20 scoring points) Stage 4: Risk analysis	Miss Lydia Mosia Tel: 058 303 5732 Ext 1021

Bid documents will be available as from **12:00** on 13 May 2024, upon payment of a cash non-refundable document fee of R1 000, 00 per set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700.

Bids must be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed, together with supporting documents, and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in the bid box on the Ground Floor, Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12:00** on 30 May 2024.

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the Dihlabeng Local Municipality.

With effect from 1 July 2019, Dihlabeng Local Municipality must use and verify suppliers registered on the Central Supplier Database - <https://secured.csd.gov.za/>. Failure to register will result in Dihlabeng Local Municipality not being able to conduct business with your company/ entity.

The following information must be submitted together with the bid document: **Original and Valid Tax Clearance Certificate, Company Registration Certificate, proof of payment for Municipal Services, and other compulsory documents stated in the Bid Document.**

Bids will be opened in public as soon as possible after the closing time. The municipality reserves the right to reject any and all bids at any time.

M Ntheli
MUNICIPAL MANAGER



DIHLABENG LOCAL MUNICIPALITY

**Appointment of a Financial Management Company for the Assistance with
Compilation of Annual Financial Statements for a period of Three (3) Years**

PART T1.2

BID DATA

DIHLABENG LOCAL MUNICIPALITY

Appointment of a Financial Management Company for the Assistance with Compilation of Annual Financial Statements for a period of Three (3) Years

T1.2 Bid Data

The Standard Conditions of Bid for procurement makes several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid for procurement other than disposals.

Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Bid

The additional Conditions of Bid are:

Clause Number	Bid Data
------------------	----------

F.1.1	The Employer is the Dihlabeng Local Municipality.
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F.1.2 The Bid document (Volume 1) issued by the Employer comprises :

- | | |
|------|----------------------------------|
| T1.1 | Bid Notice and Invitation to Bid |
| T1.2 | Bid Data |
| T2.1 | List of returnable documents |
| T2.2 | Returnable schedules |

Part 1 : Agreements and contract data

- | | |
|------|------------------------------|
| C1.1 | Form of offer and acceptance |
| C1.2 | Contract data |
| C1.3 | Form of Guarantee |
| C1.4 | Adjudicator's appointment |

Part 2 : Pricing data

- | | |
|------|---------------------------------------|
| C2.1 | Pricing instructions |
| C2.2 | Activity schedules/Bill of Quantities |

Part 3 : Scope of Work

- | | |
|----|---------------|
| C3 | Scope of work |
|----|---------------|

The following documents also form part of the bid and contract, but must be purchased by the bidder.

F.1.3 The Employer's agent is :

Name : Ms L Mosia
Address: P.O. Box 551, Bethlehem 9700
Tel : 058 303 5732
Fax : 058 303 1128
E-mail : lydiam@dihlabeng.co.za

F.1.4 The lowest or any bid will not necessarily be accepted. The Employer reserves the right to award the contract for different projects to different bidders.

F.2.1 Only those Bidders who have in their employment management and supervisory staff that satisfying the requirements of the Scope of Work for supervisory and management staff are eligible to submit bids.

The Bidder will not be eligible to submit a bid if:

(a) the Bidder is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;

(b) the Bidder does not have the legal capacity to enter into the contract;

(c) the Bidder submitting the bid is insolvent, in receivership, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his /her business activities, or is subject to legal proceedings in respect of the foregoing;

(d) the Bidder does not comply with the legal requirements stated in the Employer's procurement policy;

(e) the Bidder cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

F.2.2 No alternative bid offers will be considered.

F.2.2.1 Parts of each Bid offer communicated on paper shall be submitted as original, plus 0 copies, and a copy of the original on a memory stick (USB). I.e. Tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a flash drive with all exhibits and forms required included in the returnable schedule.

F.2.2.2 The Employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are:

Location of Bid box: Tender Box, Dihlabeng Local Municipality, Bethlehem.

Physical address: 9 Muller Street East, Bethlehem.

Identification details: Bid Number, title of Bid and the closing date and time of the Bid.

Postal address : PO Box 551, Bethlehem, 9700

F.2.2.3 The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.

Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.

F.2.2.4 The Bid offer validity period is 180 Days.

F.2.2.5 The Bidder is required to submit Certificates as required under Part 2 – Returnable Documents and Schedules.

F.3.4 Bids will be opened as soon as possible after the closing time for bids at the Dihlabeng Local Municipality's offices in Bethlehem.

F.3.5 The two-envelope system will not be followed for this Bid

Annex: Standard Conditions of Bid

F.1 General

F.1.1 Actions

The Employer and each bidder submitting a Bid Offer shall comply with these Conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Bid Documents

The documents issued by the Employer for the purpose of a Bid Offer are listed in the Bid Data.

F.1.3 Interpretation

F.1.3.1 The Bid Data and additional requirements contained in the Bid Schedules that are included in the returnable documents are deemed to be part of these Conditions of Bid.

F.1.3.2 These Conditions of Bid, the Bid Data and Bid Schedules which are only required for bid evaluation purposes, shall not form part of any contract arising from the Invitation to Bid.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bid parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a Bid Offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and Employer's agent

Each communication between the Employer and a Bidder shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the Employer's agent are stated in the Bid Data.

F.1.5 The Employer's right to accept or reject any Bid Offer

F.1.5.1 The Employer may accept or reject any variation, deviation, Bid Offer, or alternative Bid Offer, and may cancel the Bid Process and reject all Bid Offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The Employer may not subsequent to the cancellation or abandonment of a Bid Process or the rejection of all responsive Bid Offers re-issue a bid covering substantially the same scope of work within

a period of 6 (six) months unless only one bid was received and such bid was returned unopened to the bidder.

F.2 Bidder's obligations

F.2.1 Eligibility

Submit a Bid Offer only if the bidder complies with the criteria stated in the Bid Data and the bidder, or any of his principals, is not under any restriction to do business with Employer.

F.2.2 Cost of bidding

Accept that the Employer will not compensate the bidder for any costs incurred in the preparation and submission of a Bid Offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the Bid Documents on receipt for completeness and notify the Employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the Bid. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Bid Offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Bid Offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the Bid Documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the Bid Document, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Bid Data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the Bid Data.

F.2.8 Seek clarification

Request clarification of the Bid Documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Bid Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Bid Data. Bidders are advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Bid Offer

F.2.10.1 Include in the rates, prices, and the bid total of the prices (if any) all duties, taxes, except Value Added Tax (VAT), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Bid Data.

F.2.10.2 Show VAT payable by the Employer separately as an addition to the bid total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Bid Data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the Bid Documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the bidder. All signatories to the Bid Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Bid Offers

F.2.12.1 Submit alternative Bid Offers only if a main Bid Offer, strictly in accordance with all the requirements of the Bid Documents, is also submitted. The alternative Bid Offer is to be submitted with the main Bid Offer together with a schedule that compares the requirements of the Bid Documents with the alternative requirements the bidder proposes.

F.2.12.2 Accept that an alternative Bid offer may be based only on the criteria stated in the Bid data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a Bid Offer

F.2.13.1 Submit a Bid Offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the Bid Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, in **black ink**.

F.2.13.3 Submit the parts of the Bid Offer communicated on paper as an original plus the number of copies stated in the Bid Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

F.2.13.4 Sign the original and all copies of the Bid Offer where required in terms of the Bid Data. The Employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the Bid Offer.

F.2.13.5 Seal the original of the Bid Offer and the package shall state on the outside the Employer's address and identification details stated in the Bid Data, as well as the bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Bid Data, place and seal the returnable documents listed in the Bid Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall

state on the outside the Employer's address and identification details stated in the Bid Data, as well as the bidder's name and contact address.

F.2.13.7 Seal the original Bid offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Bid Data.

F.2.13.8 Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the Bid offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that Bid Offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the Employer receives the Bid Offer at the address specified in the Bid Data not later than the closing time stated in the Bid Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept Bid Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid Data. It is the responsibility of the bidder to ensure that the bid is placed in the correct tender box.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Bid Data for any reason, the requirements of these Conditions of Bid apply equally to the extended deadline.

F.2.16 Bid Offer validity

F.2.16.1 Hold the Bid Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Bid Data after the closing time stated in the Bid Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Bid Data for an agreed additional period.

F.2.17 Clarification of Bid Offer after submission

Provide clarification of a Bid Offer in response to a request to do so from the Employer during the evaluation of Bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Bid offer is sought, offered, or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred bidder following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the Bid Offer, the bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the Bid Offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the Bid Data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

F.2.22 Return of other Bid Documents

If so instructed by the Employer, return all retained Bid Documents within 28 days after the expiry of the validity period stated in the Bid Data.

F.2.23 Certificates

Include in the bid submission or provide the Employer with any certificates as stated in the Bid Data.

F.3 The Employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the bid closing time stated in the Bid Data and notify all bidders who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the Bid Documents to each bidder during the period from the date of the Bid Notice until seven days before the bid closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all bidders who drew documents. However, due to the emergency nature of this project, extension of the closing time will only be granted under exceptional circumstances.

F.3.3 Return late Bid Offers

Return Bid offers received after the closing time stated in the Bid Data, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

F.3.4 Opening of bid submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid bid submissions in the presence of bidders' agents who choose to attend at the time and place stated in the Bid Data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of bid submissions, at a venue indicated in the Bid Data, the name of each bidder whose Bid Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid Offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Bid Data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the Bid Data and announce the name of each bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by bidders, then advise bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, who score in the quality evaluation above the minimum number of points for quality stated in the Bid Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Bid Offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful bidder.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a bidder to influence the processing of Bid Offers and instantly disqualify a bidder (and his Bid Offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Bid Offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the Bid Documents.

F.3.8.2 A responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

Reject a non-responsive Bid Offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive Bid Offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

b) If a Bill of Quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the bidder will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the bid total of the prices.

F3.9.2 Consider the rejection of a Bid Offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a Bid Offer

Obtain clarification from a bidder on any matter that could give rise to ambiguity in a contract arising from the Bid Offer.

F.3.11 Insurance provided by the Employer

If requested by the proposed successful bidder, submit for the bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the Employer to provide.

F.3.12 Acceptance of Bid Offer

F.3.12.1 Accept Bid Offer only if the bidder satisfies the legal requirements stated in the Bid Data.

F.3.12.2 Notify the successful bidder of the Employer's acceptance of his Bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid Data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful bidder as described in the form of offer and acceptance.

F.3.13 Notice to unsuccessful Bidders

After the successful bidder has acknowledged the Employer's notice of acceptance, notify other bidders that their Bid Offers have not been accepted. This will only be done upon receipt of a written request.

F.3.14. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the Bid Documents to take account of:

- a) addenda issued during the bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the Employer and the successful Bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the Employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of bid require the bidder to submit, after acceptance by the Employer, shall be included.

F.3.16 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.17 Provide copies of the contracts

Provide to the successful bidder the number of copies stated in the Bid Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 The number of paper copies of the signed contract to be provided by the Employer is one.

DIHLABENG LOCAL MUNICIPALITY

Appointment of a Financial Management Company for the Assistance with Compilation of Annual Financial Statements for a period of Three (3) Years

PART T2

RETURNABLE DOCUMENTS AND SCHEDULES

DIHLABENG LOCAL MUNICIPALITY

Appointment of a Financial Management Company for the Assistance with Compilation of Annual Financial Statements for a period of Three (3) Years

PART T2.1
LIST OF RETURNABLE DOCUMENTS

MBD 2: TAX CLEARANCE CERTIFICATE

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.

In order to meet this requirement bidders are required to complete in full form TCC001 "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. Form TCC 001 is available from any SARS branch office nationally or on the website www.sars.gov.za. 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.

Valid Tax Clearance reference number and tax compliance status pin must be submitted together with the bid. Failure to submit Tax Clearance reference number and tax compliance status pin will result in the invalidation of the bid.

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

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

Exemption to the provision of a Tax Clearance Certificate will be granted provided that:

The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration

If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

MBD 4

DECLARATION OF INTEREST

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

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....
.....

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

If so, furnish particulars.

.....
.....

3.8 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**

3.8.1 If so, furnish particulars.

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a 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**

3.9.1 If so, furnish particulars

.....

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

3.10.1 If so, furnish particulars.

.....
.....

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

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

3.11.1 If so, 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

MBD 6.1

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

GENERAL CONDITIONS

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).

To be completed by the organ of state

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

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.

Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
Price; and
Specific Goals.

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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.

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.

DEFINITIONS

“Historically Disadvantaged Individual (HDI)” means a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution”); and/or
(2) who is a female; and/or
(3) who has a disability;

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI; **“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;

“price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

“rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

“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

“the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s	=	Points scored for comparative price of bid under consideration
P_t	=	Comparative price of bid under consideration
$P_{\min}$	=	Comparative price of lowest acceptable bid

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 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.)

SPECIFIC GOALS	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of Free State	4	
Within the boundaries of Dihlabeng municipality	6	
Historically Disadvantaged Individual	10	

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]

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:

The information furnished is true and correct;

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

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;

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 – disqualify the person from the tendering process;

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

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;
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
forward the matter for criminal prosecution, if deemed necessary.

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:

The information furnished is true and correct;

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

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;

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 – disqualify the person from the tendering process;

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

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;

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 forward the matter for criminal prosecution, if deemed necessary.

BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

.B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

6.1 B-BBEE Status Level of Contribution: = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

SUB-CONTRACTING

Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

If yes, indicate:

what percentage of the contract will be subcontracted?.....%

the name of the sub-contractor?.....

the B-BBEE status level of the sub-contractor?

(weather the sub-contractor is an EME? YES / NO (delete which is not applicable)

DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of firm :.....

8.2 VAT registration number :

Company registration number :

8.4 TYPE OF COMPANY / FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated :

Registered Account Number :

Stand Number :

8.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

8.9 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) Disqualify the person from the bidding process;

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

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;

restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

Forward the matter for criminal prosecution.

WITNESSES:

.....

.....

DATE

ADDRESS :

.....

.....

MBD 7.2

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)

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.

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

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;

General Conditions of Contract; and

Other (specify)

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.

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.

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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).

An official order indicating service delivery instructions is forthcoming.

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:

MBD 8**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:
 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 been convicted for fraud or corruption during the past five years;
 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 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).

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature Date

.....
Position Name of Bidder

MBD 9

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.

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.

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.

MBD 9

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)

I have read and I understand the contents of this Certificate.

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.

Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.

For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (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.

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: prices; 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.

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.

The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

Appointment of a Financial Management Company for the Assistance with Compilation of Annual Financial Statements for a period of Three (3) Years

CONTRACT NUMBER: FIN0/2024

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS THE FOLLOWING: MBD 3.1:

Tender Amount (VAT incl.): R

Amount in words

.....

This offer may be accepted by the employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data

Signature Block: Tenderer	
Signature.....	Date.....
Name	
Capacity.....	
Name of Organization.....	
Address of Organization.....	
.....	
.....	
Signature of Witness.....	Date.....
Name of witness.....	

FORM OF ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Block: Employer	
Signature.....	Date.....
Name.....	
Capacity.....	
for the Employer	Dihlabeng Local Municipality
P.O. Box 551	
Bethlehem	
9700	
Signature of WitnessDate.....	
Name of Witness.....	

SCHEDULE OF DEVIATIONS

1. Subject: _____
Details: _____
2. Subject: _____
Details: _____
Subject: _____
Details: _____
2. Subject: _____
Details: _____

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

The Employer is **Dihlabeng Local Municipality**

The authorized and designated representative of the Employer is

Mr. Raymond Provis

The address for receipt of communications is:

No. 9 Muller Street East

P.O. Box 551

Bethlehem

9700

Tel. No.: 058 303 5732

Fax No.: 058 303 1128

E-mail : raymondp@dihlabeng.co.za

The Project is: BID for the Appointment of a Financial Management Company for the Assistance with Compilation of Annual Financial Statements for a period of Three (3) Years

The Period of Performance commences on the date of signature of the Form of Acceptance.

The location for the performance of the Project is **the Municipal area of Dihlabeng.**

The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

Appointing Subcontractors for the performance of any part of the Services,
Appointing Key Persons or Personnel not listed by name in the Contract
Data.

DIHLABENG LOCAL MUNICIPALITY

Appointment of a Financial Management Company for the Assistance with Compilation of Annual Financial Statements for a period of Three (3) Years

Returnable Documents

- the bidder has in his or her possession an original and valid Tax Clearance Certificate and Tax Verification Pin issued by the South African Revenue Services
- Joint Venture Agreement and Power of Attorney, in case of a Joint Venture
- the bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges if the municipal services are paid by the Landlord, in the case where the bidder is leasing the premises occupied, a copy of valid Lease Agreement.
- the bidder should attach the Central Supplier Database (CSD) registration report
- Certificate of Authority for signatory
- Form of offer C1.1 must be fully filled
- Annual Financial Statement
- SAICA Certificate
- Tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a flash drive with all exhibits and forms required included in the returnable schedule.

3.11 Evaluation of Bid Offers

The bids will be evaluated in four (4) stages, namely:

Stage 1 : Responsiveness

Stage 2 : Functionality

Stage 3 : Financial Offer and Preference Evaluation (80/20)

Stage 4 : Risk Analysis

Stage 1: Responsiveness

Over and above the test for responsiveness as described under F.3.8 of the Standard Conditions of Bid, failure of the Bidder to submit the following will result in immediate disqualification:

- Certificate of Authority for signatory
- Proof of CSD Registration Report which is Valid/Compliant from the date of availability of tender document.
- Joint Venture Agreement and Power of Attorney, in case of a Joint Venture
- Proof of payment (municipal account/statement) of Municipal Services of a director/s or company which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Lessee, a copy of municipal account/statement and a valid Lease Agreement (indicating the municipal account payer and the validity period of the contract) must be attached, should the municipal services be paid by the Landlord/Owner, a valid Lease Agreement (indicating the municipal account payer and the validity period of the contract) must be attached
- The document must be completely filled in Black Ink & corrections are countersigned.
- Bill of Quantities must be completely filled with black ink not pencil.
- The bidder completed and signed all prescribed and compulsory bid forms.
- A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.
- Annual Financial Statement
- SAICA Certificate
- Completed tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a flash drive with all exhibits and forms required included in the returnable sched

Stage 2: Functionality

Functionality of responsive bids submitted is evaluated according to the predetermined criteria described below, taking into account, among other factors, the quality, reliability and the technical capacity and ability of a Bidder. Table A1 and A2 will be utilised for the evaluation of Functionality.

A Bid is disqualified if it fails to meet the minimum threshold of **total 60 points** out of **maximum 100 points** for functionality per category as prescribed in the following tables:

TABLE A1: REPUTATION AND REFERENCES

Functionality (100 points)

Functionality Criteria: Reputation and Reference (<i>appointment letters and completion certificates are required to be submitted with tender</i>)	Minimum number of points	Maximum number of points
Bidder has successfully completed a similar municipal GRAP compliant project: • None = 0 points • 1 - 2 Similar projects = 20 points • 3 – 4 Similar projects = 25 points • 4 and more similar projects = 30 points	20 points	30 points
1. Is your company registered with a professional accounting body (SAICA) and for how long have you been? 1 – 2 years registration = 10 points 3 – 4 years registration = 15 points 5 – 6 years registration = 20 points (Attach Registration certificate)	10 points	20 points
Total / Minimum Threshold	30 Points	50 Points

NB: Please provide copies of Appointment Letters and Completion certificates of the completed similar GRAP compliant projects as proof.

TABLE A2: SPECIFIC KNOWLEDGE

1. Specific knowledge (<i>CV and certified copies of Qualifications and registration certificates must be attached</i>)	30 points	50 points
Junior Accountant with Degree in Accounting or Financial Accounting	10	
Junior Accountant with Degree in Accounting or Financial Accounting and post-article experience of 1 - 2 years	15	15
Senior Accountant with Honours in Accounting or Financial Accounting	10	
Senior Accountant with Honours in Accounting or Financial Accounting and post-article experience of 1 - 2 years.	15	15
Director: CA(SA) qualification	10	
Director: CA(SA) qualification and post-article experience of 10 years	20	20
Total / Minimum Threshold	30 Points	50 Points
TABLE A1: REPUTATION AND REFERENCES + TABLE A2: SPECIFIC KNOWLEDGE	60 Points	100 Points

Bidder must ensure that the attached CVs of personnel are for those that will be implementing the project.

Bidders will have to score at least 60% on the above functionality criteria in order to be evaluated for price and preference.

Please provide certified copies of qualifications and registration certificates

Stage 3: Financial Offer and Preference Evaluation

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

1. The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for bid or offer under consideration;

Pt = Price of bid or offer under consideration, and;

Pmin = Price of lowest acceptable bid or offer.

2. The following table must be used to calculate the score out of 20 for BBBEE:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

Specific goals	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)
Within the boundaries of Free State		4		
Within the boundaries of Dhlalabeng municipality		6		
Historically Disadvantaged Individual		10		

Stage 4: Risk Analysis

In addition to the evaluation of Responsiveness and Functionality, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

Bid offers will only be accepted if :

- a) the bidder has in his or her possession an original valid Tax Clearance Certificate and tax verification pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the bidder has not :
 - i) abused the Employer's Supply Chain management system; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) the bidder has completed the Compulsory Enterprise Questionnaire and there is no conflict of interest which may impact on the bidder's ability to perform the contract in the best interests of the Employer or potentially compromise the bid process.
- f) the bidder is not in arrears for more than 3 months with municipal rates and taxes .
- g) the bidder has completed all forms

DIHLABENG LOCAL MUNICIPALITY

**Appointment of a Financial Management Company for the Assistance with
Compilation of Annual Financial Statements for a period of Three (3) Years**

PRICING AND BILL OF QUANTITIES

**APPOINTMENT OF A FINANCIAL MANAGEMENT COMPANY FOR THE ASSISTANCE WITH
COMPILATION OF ANNUAL FINANCIAL STATEMENTS FOR A PERIOD OF THREE (3)
YEARS**

PRICING INSTRUCTIONS

NB: Rates per hour should include all the necessary overhead costs, e.g. travelling, accommodation ect.

1. Compilation of the Annual Financial Statements

Description	Rates Per Hour
Junior Accountant	
Senior Accountant	
Director	
Total Rates	

2. Adjustment of the Annual Financial Statements

Description	Rates Per Hour
Junior Accountant	
Senior Accountant	
Director	
Total Rates	

3. Assist with answering of Auditor General Queries

Description	Rates Per Hour
Junior Accountant	
Senior Accountant	
Director	
Total Rates	

4 Update of Information and reconciliation as per Auditor General Queries

Description	Rates Per Hour
Junior Accountant	
Senior Accountant	
Director	
Total Rates	

Tender Amount = (Total rates of 1+2+3+4)	R.....
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SCOPE OF WORK

SPECIFICATION

APPOINTMENT OF A FINANCIAL MANAGEMENT COMPANY FOR ASSISTANCE IN YEAR END PROCEDURES FOR A PERIOD OF THREE YEARS

The service provider main responsibilities include but are not limited to:

1. Counterbalance all the suspense accounts and control accounts
2. Final stock take and recon at year end
3. Make sure that all corrections for the financial year are carried out on the Asset registers.
4. The asset registers must fully inform decision making and thus must:
 - Be accurate and have a record of valid assets
 - Be comprehensive and include records of the municipality
 - Be structured to allow for different classifications of assets to be clearly distinguished.
5. Facilitate the capturing of details of transactions relating to the asset

Include the following minimum data:

- Asset number and location
 - Date purchased/received
 - Cost price and valuation method
 - Depreciation rate
 - Current and accumulated depreciation
 - Carrying value/book value.
6. Ensure that all the identifiable receipts and payments on the bank Reconciliation are cleared.
 7. Review and counterbalance the debtors, creditors and payroll reports with the controls accounts
 8. VAT report must be reconciled with the control votes and third party statement of account.

APPOINTMENT OF A FINANCIAL MANAGEMENT COMPANY FOR THE COMPILATION OF ANNUAL FINANCIAL STATEMENTS FOR THE PERIOD OF THREE YEARS

1. Compilation of the Annual Financial Statements in terms of GRAP standards and applicable legislation.

Output

GRAP compliant Annual Financial Statements

Preparation of Municipal Audit File

2. Review of the Annual Financial Statements for three years

Output

Reviewed AFS in compliance with GRAP, policies and frameworks.

Recommendations on the fair presentation of items disclosed in the Annual Financial Statements

High level review of each disclosure line item.

3. Assisting in resolving audit findings

Output

Attend to the audit queries and draft responses to obtain the clean audit.

Post adjustment entries in the AFS if applicable and attach supporting documentation where necessary.

Update information and reconciliations as per AG Queries.

Assist with the transfer of skills and coaching of relevant officials of the municipality.

Develop a feasible schedule of training of officials

Monitor and report on officials progress in terms of transferred skills to the Chief Financial Officer

