

# KAI !GARIB MUNICIPALITY

TENDER T007/2026

## KAI !GARIB MUNICIPALITY

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MUNICIPAL PANEL OF ACCOUNTING EXPERTS: INVITATION TO ACCOUNTING FIRMS/EXPERTS FOR THE RENDERING OF PROFESSIONAL SERVICES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

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.....  
NAME OF SERVICE PROVIDER

ADDRESS:.....  
.....

TEL: .....

FAX: .....

Mr. OJ Isaacs  
Municipal Manager  
Private Bag X6  
11<sup>TH</sup> Avenue  
Kakamas,  
8870

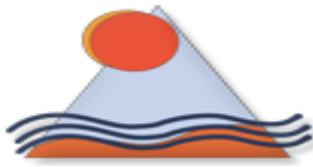
TEL: 054 461 6700  
FAX: 054 461 6401

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# KAI !GARIB MUNICIPALITY

Verwysfng/Reference 07.2026

Navrae/Enquiries Mrs A Beukes

## Tender T007/2026

Tenders are hereby invited to apply to serve on the MUNICIPAL PANEL OF ACCOUNTING EXPERTS: INVITATION TO ACCOUNTING FIRMS / EXPERTS FOR THE RENDERING OF PROFESSIONAL SERVICES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Tender documents are available during via e-mail as of **Tuesday, 05 May 2026**, from the Supply Chain Office (**Mr. G Matthews**) Kai !Garib Municipality, Old Oranje Zight Hostel, Keimoes or it can be downloaded from the Municipal website [www.kaigarib.gov.za](http://www.kaigarib.gov.za) or it can be downloaded from e-tender **portal**.

The sealed tenders clearly marked: TENDER **T007/2026**: MUNICIPAL PANEL OF ACCOUNTING EXPERTS: INVITATION TO AUDIT FIRMS / EXPERTS FOR THE RENDERING OF PROFESSIONAL SERVICES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS- must be send to our Archive Office at the Kai !Garib Municipal office, 09<sup>th</sup> Main Road, Keimoes on or before **29 May 2026 at 12:00**. No formal opening session will be held after the closing time.

### THE FOLLOWING CONDITIONS WILL APPLY:

- This tender will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022. The original MBD1, MBD3.3, MBD4, MBD6.1, MBD7.2, MBD 8 & MBD 9 forms must be completed and submitted together with your tender.
  - A valid PIN or Tax Clearance Certificate from SARS for the municipality to verify tax compliance must be submitted with the tender document.
  - Potential service providers must be registered on the Central Supplier Database.
  - Potential service providers who were found guilty of fraud or corruption, or who willfully neglected, renege on, or failed to comply with any government, municipal, or other public sector contract during the past five years, will be excluded from this process.
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- Potential service providers (or any of the directors) whose municipal rates and taxes or municipal services charges are in arrears for three months, at the municipality or any other municipality or entity, might be excluded from this process. Please submit a municipal account (not older than 3 (three) months as proof of payment with your tender. If the bidder is not responsible for municipal rates, a Sworn Affidavit or a Lease Agreement must be **submitted** that indicates the reasons why a **municipal** account cannot be submitted.
- The lowest or only tender will not necessarily be accepted.
- No late, faxed, or e-mailed tenders will be accepted.

NB: No Bid will be considered from persons in the service of the state.

Failure to comply with these conditions may invalidate your offer.

The Municipality reserves the right to cancel or withdraw the request for tender at any time without prior notice.

Yours faithfully



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OJ ISAACS  
MUNICIPAL MANAGER

30/04/2026

DATE

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## T1.1 TENDER DATA

This table provides generic tender data that shall be used in all procurements conducted in accordance with the provisions of this standard.

Table E.1

Sub Clause	Description
	<p>The tender data are standard conditions of tender as contained in Annex F of SANS 294:2004</p> <p>The standard conditions of tender for procurements make several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard condition of tender.</p> <p>Each item of data given below is cross-referenced to the sub clause in the standard conditions of tender to which it mainly applies.</p>
F.1.1	The employer is Kai !Garib Municipality
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p><b>TENDER PROCEDURES</b></p> <p>Part T1: Tender <b>Procedures</b>            T1.1 Tender Notice and Invitation to Quote            T1.2 Tender Data</p> <p>Part T2: Returnable Documents            T2.1 List of Returnable Documents            T2.2 Returnable Schedules</p> <p><b>CONTRACT</b></p> <p>Part C1: Agreement and Contract Data            C1.2 Contract Data            MBD 7.2 Formal Contract (If and when the municipality makes use of the services offered by the service providers)</p> <p>Part <b>C2: Pricing data</b>            C2.1 Pricing Instructions            C2.2 Activity Schedule</p> <p>Part C3: Scope of Works C3.1            Description of works</p>
F 1.4	<p>THE EMPLOYER'S AGENT IS:</p> <p>Name: ..... KAI !GARIB MUNICIPALITY</p> <p>Address: ...11<sup>th</sup> AVENUE, PRIVATE BAG X 6, KAKAMAS,8870 Tel: (054) 461 6700</p> <p>E-mail: <a href="mailto:matthewsq@kaigarib.gov.za">matthewsq@kaigarib.gov.za</a></p>

The employer's address for delivery of tenders is:

Location of tender box: KAI !GARIB MUNICIPALITY.....

Physical address: ..... 09<sup>TH</sup> MAIN ROAD..., .....  
KEIMoes, 8860

Identification details: TENDER **T007/2026**: MUNICIPAL PANEL OF ACCOUNTING EXPERTS:  
INVITATION TO **ACCOUNTING** FIRMS / **EXPERTS FOR THE RENDERING OF PROFESSIONAL**  
**SERVICES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE(3) YEARS**

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## T2: RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the quotation. Whilst many of the returnable's are required for the purpose of evaluating the quote, some will form part of the subsequent contract, as they form the basis of the offer. For this reason, it is very important that service providers return all information requested. All documents must be completed and signed by the duly authorised representative of the prospective bidder. A bidder's response will be evaluated based on compliance with the listed administration and mandatory bid requirements. A bidder's proposal **will be disqualified for** non-submission of any of the documents as indicated below

### T2.1 LIST OF RETURNABLE DOCUMENTS

1. **RETURNABLE MANDATORY DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES** *(Included hereafter for completion)*

- MBD1 : Invitation to bid and standard and conditions of bidding
- MBD 3.3 : Pricing Schedule — Professional Services
- MBD 4 : Declaration of Interest
- MBD 6. 1: Preference Points Claim Form - in terms of the Preferential Procurement Regulations 2022
- MBD 7.2. : Contract Form- Rendering of Services
- MBD 8 : Declaration of Bidders past Supply Chain Management Practices
- MBD 9 : Certificate of Independent Bid Determination

### T2.2 LIST OF RETURNABLE SCHEDULES

2. **MANDATORY RETURNABLE SCHEDULES FOR TENDER EVALUATION PURPOSES** *(to be attached with submission)*

- Schedule 1A: Tax Compliance pin number
  - Schedule 1B: Municipal Bill or lease agreement (copy - not older than 3 months)
  - Schedule 1D: Proof of CSD Registration
-

MBD 1: INVITATION TO BID AND TERM AND CONDITIONS FOR BIDDING



**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE KAI ! GARIB MUNICIPALITY					
BID NUMBER:	T007/2026	CLOSING DATE:	29 MAY 2026	CLOSING TIME:	12H00
DESCRIPTION	MUNICIPAL PANEL OF ACCOUNTING EXPERTS: INVITATION TO ACCOUNTING FIRMS / EXPERTS FOR THE RENDERING OF PROFESSIONAL SERVICES ON AN AS AND WHEN REQUIRED BASIS 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)					
KAI ! GARIB MUNICIPALITY					
09 <sup>TH</sup> MAIN ROAD					
KEIMOOES					
8860					
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:	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?	@Yes @No [IF YES, ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	@Yes <input type="checkbox"/> No CIF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEIYIS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF <b>BIDDER</b>		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE	DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	Anthanique Beukes
CONTACT PERSON	Gavin Matthews	TELEPHONE NUMBER	+27 79 049 1101
TELEPHONE NUMBER	+27 79 049 1101	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	
E-MAIL ADDRESS	matthewsg@kaigarib.gov.za	anthanique.koetzee@gmail.com	

PART B  
TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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. 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 / CSDNUMBER.
2.7	WHERE NOT TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE(CSD), A CSDNUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? @ YES @ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? _ YES @ NO
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES @ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES @ NO
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? @ YES @ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED 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:

D 3.3  
PRICING SCHEDULE  
 (Professional Services)

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

NAME OF BIDDER: .....	BID NO.: .....
CLOSING TIME: .....	CLOSING DATE: .....

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY " (ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying inflation must be used for the calculation 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-----	
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-----	- das
5.1	Travel expenses (specify, for example, rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY
	.....<-----		R
	- -		R...
	- -		R....
	- -		R....
		TOTAL: R.....	

\*\* "all applicable taxes" includes value-added tax, pay-as-you-earn tax, income tax, unemployment insurance

contributions, and skills development levies.

Name of Bidder: .....

- 52 Other expenses, for example, accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). Based on 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 the project
- 8. Are the rates quoted firm for the full period of the contract?
- 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.

YES/NO

Any enquiries regarding bidding procedures may be directed to the

Anthanique Beukes  
 Kai !Garib Municipality  
 09th Main Road  
 Keimoes  
 8860

Tel: +27 79 049 1101

Or for technical information —

Anthanique Beukes

Tel: +27 79 049 1101

MBD 4: DECLARATION OF INTEREST



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 favoritism, Should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

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.

'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.

\* 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, principal shareholders, or stakeholders in ~~the~~ 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

**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	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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:

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

MBD 7.2: CONTRACT FORM — RENDERING OF SERVICES



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)**

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, Liz  
Invitation to bid;  
Tax clearance certificate;  
Pricing schedule(s);  
Filled in task directive/proposal;  
Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;  
Declaration of interest;  
- Declaration of Bidder's past SCM practices;  
Certificate of Independent Bid Determination;  
Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES
1
2
DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	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

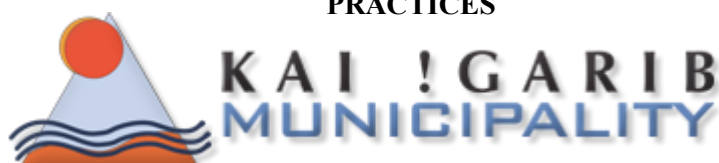
WITNESSES

1

2

DATE:

**MBD 8: DECLARATION OF BIDDERS' PAST SUPPLY CHAIN MANAGEMENT PRACTICES**



MBD 8

**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; on
  - 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.

- 4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers \* **Companies** or persons prohibited from doing business with the public sector? Yes  | No
- (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 restricted after the *aiiJi alleram portent* rule was applied).

The Database of Restricted Suppliers resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

If so, furnish particulars:

4.1.1

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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court Of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids 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) <sup>2</sup> 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 To give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

\* 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 this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor.  
However, communication between partners in a joint venture or consortium 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 the 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
  - (\$ 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, 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, before 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."

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, suspicious bids 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

TENDER T007/2026

KAI !GARIB MUNICIPALITY  
MUNICIPAL PANEL OF ACCOUNTING EXPERTS: INVITATION TO ACCOUNTING FIRMS  
/ EXPERTS FOR THE RENDERING OF PROFESSIONAL SERVICES ON AN AS AND  
WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

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SCHEDULE 1A

TAX COMPLIANCE PIN NUMBER AND TAX CLEARANCE CERTIFICATE

PLEASE ATTACH HERE

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**TENDER T007/2026**

MUNICIPAL PANEL OF ACCOUNTING EXPERTS: INVITATION TO ACCOUNTING FIRMS  
/ EXPERTS FOR THE RENDERING OF PROFESSIONAL SERVICES ON AN AS AND  
WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

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SCHEDULE 1B  
MUNICIPAL BILL

PLEASE ATTACH HERE

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TENDER T007/2026

MUNICIPAL PANEL OF ACCOUNTING EXPERTS: INVITATION TO ACCOUNTING FIRMS  
/ EXPERTS FOR THE RENDERING OF PROFESSIONAL SERVICES ON AN AS AND  
WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

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SCHEDULE 1D  
CSD REGISTRATION REPORT  
PLEASE ATTACH HERE



TENDER **T007/2026**

MUNICIPAL PANEL OF ACCOUNTING EXPERTS: INVITATION TO ACCOUNTING FIRMS / EXPERTS FOR THE RENDERING OF PROFESSIONAL SERVICES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE **EMPLOYER**

**CONDITIONS OF CONTRACT**

The General Conditions of Contract for Government Procurement shall apply. Copies are available on the National Treasury website and are also available from the office of the Employer.

CONTRACT SPECIFIC DATA

The following contract-specific data apply to this Contract:

Compulsory Data

Ref Clause	DESCRIPTION
Clause 1	The name of the Employer is <b>KAI !GARIB MUNICIPALITY</b>
Clause 1	The address of the Employer is: Name: ..... <b>KAI !GARIB MUNICIPALITY</b> ..... Address: .....09 <sup>TH</sup> Main Road, <b>Keimoes, 8860, PRIVATE BAG X6</b> , Kakamas, 8870 Tel: +27 79 049 1101 Fax: n/a E-mail: ..... <a href="mailto:matthewsg@kaigarib.gov.za">matthewsg@kaigarib.gov.za</a>
Clause 1	The Project is: MUNICIPAL PANEL OF AUDIT EXPERTS: INVITATION TO AUDIT FIRMS / EXPERTS FOR THE RENDERING OF PROFESSIONAL SERVICES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS
Clause 3.4 & 4.3.2	The authorized & designated representative of the employer is Mrs. Anthanique Beukes
Clause 3.5	The location of the performance of the project is in KAI !GARIB Municipality
Clause 3.6	The service provider may not release public or media statements or publish material relating to the services or projects under any circumstances
Clause 8.2.1	The Contract is concluded when both parties have signed the agreement.
5	Copyright of documents prepared for the project shall be vested with the employer.
Clause 12.1	Interim settlement of disputes to be by mediation / a0 u lioatiari
Clause 12.2/12.3	Final settlement is by litigation/arbitration
Clause 12.2.1	If the parties fail to agree on a mediator, the mediator is nominated by the employer.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Ref Clause	DESCRIPTION
Clause (1)	The name of the Service Provider is
Clause (1)	The address of the Service Provider is: Name: ..... Address:  Tel: ..... Fax: .....  E-mail: .....
Clause 1	The period of performance is: <div style="text-align: center;"> <span style="border-bottom: 1px solid black; width: 100px; display: inline-block;"></span> <span style="border-bottom: 1px solid black; width: 100px; display: inline-block;"></span> </div>
Clause 5.3	The authorized and designated representative of the service provider is: Name:.....

## TENDER T007/2026

### MUNICIPAL PANEL OF ACCOUNTING EXPERTS: INVITATION TO ACCOUNTING FIRMS/EXPERTS FOR THE RENDERING OF PROFESSIONAL SERVICES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

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#### 3: SCOPE OF WORK

##### Background / introduction

#### **FINANCE MANAGEMENT CONSULTANTS: PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF 3 YEARS.**

##### **1. Terms of reference**

Kai !Garib Local Municipality is looking to improve the internal control and financial management processes and systems of the municipality. Management has determined that the municipality has inadequate capacity and resources and legacy issues have contributed to deficiencies in among other inaccurate financial reporting and other financial management challenges. To improve its financial management processes in compliance with the requirements of the MFMA, the Municipality requires assistance of external service providers to complement its current capacity.

The municipality's invites experienced and qualified service provides to apply to be part of panel for **Finance Management Consultants** to render various services in different service categories, as and when required by the municipality. Refer below for the scope of the tender for Financial Management Consultants. Bidders are required to clearly indicate the service categories they are responding to and provide all the relevant information and support in accordance with the evaluation criteria. **Please note that bidders do not have to respond to all service categories.** After the evaluation and adjudication process, successful bidders, who meet the minimum scores as specified in this tender shall be appointed to the panel for the relevant service category applicable to them. As and when required the municipality will invite relevant service providers on the panel to provide quotations for services required by the municipality for the duration of this tender. The quotations will be sent to service provider that has the relevant experience as per the required service category. Such quotations will be evaluated and adjudicated on an 80:20-point scale. **All relevant service providers will be sent the RFQ via email and will have 7 days to submit their quotation.**

Item Number	Service Category	Scope of services
1	Financial Services and Audit Readiness	<ol style="list-style-type: none"> <li>1. Financial internal controls and processes review.</li> <li>2. General ledger review.</li> <li>3. Review of policy/procedure manuals</li> <li>4. Review the financial system sections and perform reconciliations of: Control accounts on the FINANCIAL SYSTEM General ledger: (including and not limited to) Consumer Debtors, Sundry Debtors, Creditors, Stores, Bank, Income, and Expenditure and Accumulated surplus/deficit.</li> <li>5. Monthly Reconciliations of General Ledger, registers and control accounts.</li> <li>6. Review, correction and preparation of Annual and Interim financial statements.</li> <li>7. Use of CaseWare for Annual Financial Statements preparation</li> <li>8. Review or compilations of audit files or any supporting files for purposes of reporting and compliance.</li> <li>9. Ensure full Compliance with GRAP</li> <li>10. Identification, investigation, review and correction of all significant financial statement areas.</li> <li>11. Obtain supporting documents for financial reports and information disclosed on financial statements.</li> <li>12. Review and proposed corrective measures of the financial system and reports from the system for compliance with MSCOA.</li> <li>13. Budgeting support and reviews in terms of mSCOA</li> <li>14. Prepare a programme to transfer skills to Finance staff that are critical in the General Ledger/Annual Financial Statements processes.</li> <li>15. Provide hands on training throughout the duration of the project.</li> </ol>

		<ul style="list-style-type: none"> <li>16. Organise group training on specific financial reporting topics</li> <li>17. Audit Support</li> <li>18. Be based at the municipality for the duration of the project.</li> <li>19. System implementation support, during new system implementation and upgrades.</li> <li>20. Assist and provide technical support in clearing prior year audit queries and legacy issues.</li> <li>21. Technical support and advisory on matters relating to financial reporting, planning and budgeting, compliance and governance.</li> <li>22. Skills transfer to the municipal officials</li> </ul>
2	Assets Management	<p><b>Movable Assets:</b></p> <ul style="list-style-type: none"> <li>1. Movable Assets verification, including identification, labelling, tagging and recording of the assets in the register of the municipality.</li> <li>2. Compile moveable assets register in compliance with the relevant GRAP standards, including compilation of relevant summaries, reports and or tables to enable reporting on relevant notes in annual financial statements.</li> <li>3. Provide detailed records of the assets including appropriate description, identity codes or numbers, location, GPS-coordinates, cost and values, depreciation, impairment and photographs of the assets etc.</li> <li>4. Perform reconciliations between the assets register, the general ledger and financial statements.</li> <li>5. Ensure all additions, disposals, transfers, write offs and other movements on assets are properly supported and authorised.</li> <li>6. Assets condition assessment, componentization, residual life assessment, impairment assessment and calculation.</li> <li>7. Reassessment of remaining useful life.</li> <li>8. Preparation of all notes to financial statements related to assets</li> <li>9. Respond to audit queries and findings from the auditor general, including prior year issues.</li> </ul>

		<ol style="list-style-type: none"><li>10. Submission of GRAP compliant asset registers and relevant notes and journals by the 7th of August each year for incorporation into financial statements</li><li>11. Review of the assets management policy (AMP) and make recommendations for improvement.</li><li>12. Development of Asset procedure manuals.</li><li>13. Provide detailed methodology for all work done and calculations.</li><li>14. Prepare appendixes for the work done</li><li>15. Valuation of Assets</li><li>16. Skills transfer to the municipal officials</li></ol> <p><b>Infrastructure Assets (immovable assets):</b></p> <ol style="list-style-type: none"><li>17. Immovable Assets verification, including identification, condition assessment and recording of the assets in the register of the municipality.</li><li>18. Provide detailed records of the assets including appropriate description, identity codes or numbers, location, GIS coordinates, cost and values, depreciation, impairment and photographs of the assets etc.</li><li>19. Compile immovable assets register and Work in Progress (WIP) in line with the relevant GRAP standards, including compilation of relevant summaries, reports and or tables to enable reporting on relevant notes in annual financial statements.</li><li>20. Perform reconciliations between the assets register, the general ledger and financial statements including WIP, completed projects and obtain and agree to payment certificates and other supporting documents.</li><li>21. Investigate and correct all discrepancies and ensure accurate and correct reporting of Fixed Assets as per GRAP standards.</li><li>22. Ensure all additions, disposals, transfers, write offs and other movements on assets are properly supported and authorised.</li><li>23. Assets condition assessment, componentization, residual value assessment, impairment assessment and calculation.</li><li>24. Submission of GRAP compliant asset registers and relevant notes and journals by the 7th of August each year for incorporation into financial statements</li></ol>
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		<ul style="list-style-type: none"> <li>25. Reconciliation of Work In Progress (WIP) to payment certificates and accounting records</li> <li>26. Preparation of all notes to financial statements related to assets</li> <li>27. Provision of audit support during audits and clearing all queries raised by the Auditor General relating to area of responsibility</li> <li>28. Review of the assets management policy (AMP) and make recommendations for improvement.</li> <li>29. Development of Asset procedure manuals.</li> <li>30. Provide detailed methodology for all work done and calculations.</li> <li>31. Prepare appendixes for the work done.</li> <li>32. Valuation of Assets</li> <li>33. Skills transfer to the municipal officials</li> </ul>
3	Asset Management System	<p><b>Assets Management System</b></p> <ul style="list-style-type: none"> <li>1. Provision of an Integrated Assets Management System that seamlessly integrate/interface to Inzalo EMS (the municipality's core financial system) and all other relevant subsystems including Geographical Information System (GIS) and or IMS.</li> <li>2. The system should be able to seamlessly account for capital expenditure and/ or additions on a monthly basis.</li> <li>3. Should not allow capitalisation without specific approved bar code numbers or GPS co-ordinates in respect of Infrastructure assets.</li> <li>4. Management of the overall asset life cycle (impairment, depreciation, determine residual values, adjustment of remaining useful lives (RUL), determine Current Replacement Cost (CRC), disposals) etc.</li> <li>5. Allocation and tracing of repairs and maintenance expenditure to a specific asset component.</li> <li>6. Should be able to accommodate all assets leased out and/ or operated by third parties.</li> <li>7. Should enable officials to extract an asset register that complies with Generally Recognized Accounting practise standards requirements for all assets classes.</li> </ul>

		<p>8. Extract a multi-dimensional asset register for all asset classes at any given point/ period.</p> <p>9. Incorporate compliance of the entire asset lifecycle as per ISO55000.</p> <p>10. Link to the budget &amp; IDP module, carry budget details for each projects as per the approved budget. Be able to build sub-projects and assets components.</p> <p>11. Have document management functionality and ability to load all supporting documents per project with adequate and easy search and indexing capability.</p> <p>12. Must have GIS functionality</p> <p>13. Successful service provider must provide the following support services:</p> <p><b>Technical Support</b></p> <p>Provide full on-site support in ensuring complete implementation of system including but not limited to the following:</p> <p>Uploading of existing asset register onto the system in the applicable format</p> <p>Uploading of all projects of the municipality as they appear in the IDP, SDBIP and budget book of the municipality to the project management module.</p> <p>Uploading of all documents and information applicable at initial stage for each project</p> <p>Assist in ensuring the integrity and sufficiency of data applicable to all projects as uploaded unto the project management module for the first-time implementation of the system.</p> <p>Skills Transfer</p> <p>1. Provide comprehensive training to users according to the different users' needs.</p> <p>Develop and document procedures after the commissioning and deployment of the system and its upkeep on an ongoing basis.</p>
4	VAT Reviews and recovery	<p>1. Provide specialist VAT advice and support to the Municipality on complex, unusual, or non-routine VAT matters, including the correct treatment of input VAT, output VAT, exempt supplies, zero-rated supplies, mixed supplies, conditional grants, capital transactions, and other municipal VAT-related transactions.</p> <p>2. Perform targeted VAT reviews when requested by the Municipality, including reviewing the VAT reports generated from the financial system, testing selected transactions against the general ledger and supporting documentation, assessing</p>

		<p>the completeness and accuracy of VAT reconciliations, and identifying transactions where VAT may have been incorrectly claimed, omitted, or declared.</p> <ol style="list-style-type: none"> <li>3. Assist the Municipality with the calculation, review and application of the VAT apportionment percentage where applicable, including the review of VAT coding, flagging and classification of revenue and expenditure votes on the financial system to ensure alignment with the VAT Act and SARS requirements.</li> <li>4. Identify potential VAT recovery opportunities and VAT compliance risks, quantify the financial impact where possible, recommend corrective actions, and submit written reports or memoranda detailing findings, recoveries, risks, recommendations and required amendments to improve VAT processes and controls.</li> <li>5. Provide technical support during SARS VAT audits, verifications, disputes or requests for relevant material, as well as during internal and external audit processes, including assistance with audit queries, preparation of technical responses, provision of supporting schedules, and ad hoc skills transfer to municipal staff on VAT matters identified during the assignment.</li> </ol>
5	Unauthorised, Irregular, Fruitless and Wasteful expenditure	<ol style="list-style-type: none"> <li><b>1. Irregular Expenditure</b> <ul style="list-style-type: none"> <li>• Prepare Unauthorised, Irregular, Fruitless and Wasteful expenditure registers, do relevant investigations and proposed remedial action including but not limited to consequence management.</li> <li>• Investigate the root cause of all irregular expenditure incurred and review of registers for accuracy.</li> <li>• Investigate the supporting documents to determine and report on circumstances surrounding the non-compliance.</li> <li>• Confirm that goods and services were rendered for all expenditure incurred.</li> <li>• Based on the investigation performed, confirm whether any financial loss was suffered by the municipality.</li> <li>• Confirm if the breach constitutes a financial misconduct or if there is any evidence of fraud.</li> <li>• Drafting of the MPAC report with recommendations.</li> </ul> </li> <li><b>2. Fruitless and wasteful expenditure</b></li> </ol>

		<ul style="list-style-type: none"> <li>• Review the circumstances surrounding the incurring of fruitless expenditure and the root causes.</li> <li>• Determine if due care was exercised and if the incurring of the expenditure could have been avoided or prevented and if anyone is liable for the loss.</li> <li>• Make recommendations for write-off or recovery of fruitless expenditure.</li> </ul> <p><b>3. Unauthorised expenditure</b></p> <ul style="list-style-type: none"> <li>• Determine the extent of the violation, identify the route cause, and assess whether the expenditure should be regularized, written off, or if disciplinary action is required.</li> </ul> <p><b>4. MPAC Training on UIFW</b></p>
6	Actuarial services for Post-Retirement Medical Award, Pension Funds and Long Service Award	<p>The municipality is expected to comply with Generally Recognised Accounting Practice 25 (GRAP 25) in terms of accounting and disclosure of employee obligations. Employees' benefits include any benefits that employees are entitled to in rendering the service.</p> <p>Valuations of employee benefits under GRAP 25 should be performed by actuaries who are qualified professionals specializing in actuarial science.</p> <p>The municipality seeks actuarial services for valuation of employee benefits as and when required.</p> <p>The municipality require actuarial valuations for the following:</p> <ul style="list-style-type: none"> <li>• Pension defined Benefits</li> <li>• Medical Awards</li> <li>• Long Service Awards</li> </ul>
7	Audit Readiness of Performance Management Department and Document Management System	<p>1. Assist the Municipality with the preparation, review and compilation of the Annual Performance Report, including the Section 46 performance report, in accordance with the Municipal Systems Act, Municipal Finance Management Act, Municipal Planning and Performance Management Regulations, the approved Integrated Development Plan, Service Delivery and Budget Implementation Plan,</p>

		<p>performance management framework, and applicable National Treasury, COGTA and audit reporting requirements.</p> <ol style="list-style-type: none"> <li>2. Review reported performance information against the approved Integrated Development Plan, Service Delivery and Budget Implementation Plan, departmental scorecards, performance indicators, targets and actual achievements to assess whether the information reported is properly aligned, complete, accurate, valid, consistent and supported by appropriate evidence.</li> <li>3. Assist with the review and correction of performance indicators, planned targets, actual achievements, explanations for variances, reasons for underperformance, corrective measures and portfolio of evidence files to ensure that the Annual Performance Report is fairly presented and can withstand internal audit, audit committee and external audit review.</li> <li>4. Assist the Municipality with the preparation, organisation and review of audit evidence files for the Annual Performance Report, including evidence schedules, source documents, reconciliations, management explanations, supporting registers, portfolio of evidence indexing and cross-referencing between reported achievements and supporting documentation.</li> <li>5. Provide technical support during the internal and external audit process relating to the Annual Performance Report, including assistance with audit queries, requests for information, audit findings, management responses, corrective action plans, audit steering committee inputs, amendments to the report where required, and ad hoc skills transfer to municipal officials involved in performance reporting.</li> </ol>
8	Training Services	<p>Provide training and handholding services in various disciplines, including but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Accounting and financial reporting, which may include GRAP Training.</li> <li>2. Revenue management</li> <li>3. MS Office</li> <li>4. Powerpoint, Excel and Word</li> <li>5. Supply Chain Management.</li> <li>6. Human Resources Management.</li> <li>7. Assets Management</li> <li>8. Risk Management</li> </ol>

		<ul style="list-style-type: none"> <li>9. Performance Management</li> <li>10. Leadership, management and governance.</li> <li>11. Compliance</li> <li>12. Document management</li> </ul>
9	Revenue and Debtors Management services and systems	<ul style="list-style-type: none"> <li>1. Development of revenue enhancement strategies.</li> <li>2. Revenue data analysis and identification of risky accounts.</li> <li>3. Exception reports review and investigation.</li> <li>4. Data cleansing</li> <li>5. Billing completeness assessment and review.</li> <li>6. Review of meter reading reports and reconciliation to billing reports.</li> <li>7. Reconciliation of billing reports to the general ledger.</li> <li>8. Reconciliation of the valuation roll to billing records.</li> <li>9. Provision of tools and systems that assist with revenue enhancement.</li> <li>10. Debtors' impairment calculation in accordance with GRAP 104 requirements for all receivables.</li> <li>11. The service provider must also perform the debtor's impairment calculation in terms of GRAP 104 (Financial Instruments).</li> <li>12. Provide responses to any findings or questions raised during the audit that may be raised by the Auditor General in relation to the work performed.</li> </ul>

## 2. Evaluation Criteria

This tender will be evaluated in two stages.

Stage 1: Functionality criteria will be used to allocate points to bidders as listed below for each of the selected categories. Bidders must obtain a minimum score of 70% to be listed on the panel.

Stage 2: Request for quotations will be sent to qualifying bidders appointed on the panel as and when required. Only the relevant service providers will be contacted based on the categories of work they have applied for, and the services required by the municipality. These will be evaluated on Price and Specific goals as specified in this tender and in line with the Preferential Procurement Regulations of 2022.

The municipality reserves the right to choose the most suitable service provider based on the proposed methodology and service offering from the service provider.

### Functionality Criteria

#### 1. Financial Services and Audit Readiness

Evaluation Criteria	Description	Maximum Possible Score	Allocation of Points
Firm Experience and Track Record for Preparation of Financial Statements.	The firm should submit a minimum of 3 references for projects undertaken and completed specifically in relation to MFMA projects (municipalities and/or municipal agency), (including references for subcontracted work) relating to preparation of annual financial statements.  Appointment letters, reference letter and audit outcome must be submitted in order to claim points.	50	<ol style="list-style-type: none"> <li>1. &lt; 3 references = 0 points</li> <li>2. 3 references = 10 points</li> <li>3. 4 references = 20 points</li> <li>4. 5 or more references = 30 points.</li> <li>5. 5 or more references plus evidence of 2 improvements in audit outcomes or maintaining clean audits = 50</li> </ol>
Qualifications and registration of Directors to Professional Body (SAICA/IRBA)	Proof that all the Directors (Director, if one) are members of SAICA / IRBA. Please provide a letter of Good Standing from SAICA. CSD Report will be used to identify the Director(s) and should agree with the attached CIPC registration Certificate. Where the two documents provide different information, the service provider will be scored 0 for this.	15	<p>All the Director(s) are members of SAICA = 15 Points</p> <p>Not all the Directors are members of SAICA but have a minimum of 1 Director who is a member of SAICA = 7 Points</p> <p>None of the Directors is a member of SAICA = 0 Points</p>
Project Proposal	The bidder must submit a Project Proposal including a project plan covering the scope of the project.  To allocate these points, the bidder should prepare a detailed project proposal including a project plan relating to the service categories the	10	<p>Clear and detailed Project proposal including timeframes = 10 Points</p> <p>Project plan with no timeframes = 5 Points</p> <p>No project plan = 0 Points</p>

	bidder is applying for including timeframes.		
Key Experience and Qualifications	The bidder should submit CVs and Qualifications of its personnel which should include a Project Leader who is a Chartered Accountant with not less than 10 years' experience in Public Sector Advisory and Preparation of GRAP compliant financial statements, A project manager who holds a minimum of a BComm Accounting Qualification with minimum 5 years' experience and 5 other team members who hold BComm Accounting Degrees or members of any of the following professional bodies (ACCA or SAIPA or CIMA)..	25	<ul style="list-style-type: none"> <li>The project leader who is a Chartered Accountant and has at least 10 years' experience in public sector financial management consulting = 10 points</li> <li>A Project Manager who holds a BComm Accounting degree and has at least 5 years' experience in public sector financial management consulting= 10 points</li> <li>Team members who hold BComm Accounting Degrees. = 1 point for each team member up to a maximum of 5 <b>points</b>.</li> </ul>
<b>Total</b>		<b>100</b>	

## 2. Assets Management

Criteria	Applicable values/points	Weight
The firm should submit a minimum of 3 references for projects undertaken and completed (including references for subcontracted work) relating to preparation and of immovable Assets Register in municipalities and/or municipal agencies...	<ul style="list-style-type: none"> <li>&lt; 3 references = 0 points</li> <li>3 references = 10 points</li> <li>4 references = 20 points</li> <li>5 or more references = 30 points.</li> <li>5 or more references with 2 or more improvements of Audit Outcomes (At least 2 improvements or maintaining clean audits – 10 additional points per improved audit outcome) = 50</li> </ul>	50
Geospatial integration assistance	Availability of suitable technology, tools and systems to support asset verification and geospatial integration, including GPS-enabled data collection, photographic evidence, GIS mapping, data validation, reporting dashboards and exportable asset data.	20
Experience of Key personnel	2 Chartered Accountants and 2 qualified Engineers (all with experience in dealing with and assigning values to movable and immovable assets in a municipal environment (20 points)	2 Chartered Accountants and 2 qualified Engineers= 20 Points
	1 Chartered Accountant and 1 qualified Engineer (all with experience in dealing with immovable assets in a municipal	1 Chartered

	environment (10 points)	Accountant and 1 qualified Engineer = 10 Points
	<b>No points for bidders without at least one chartered accountant and one engineer with relevant experience.</b>	
Methodology addressing all aspects of the scope of the tender	<p>The bidder must submit a Project Proposal including a project plan covering the scope of the project.</p> <p>To allocate these points, the bidder should prepare a detailed project proposal including a project plan relating to the service categories the bidder is applying for including timeframes.</p>	<p>Clear and detailed Project proposal including timeframes = 10 Points</p> <p>Project plan with no timeframes = 5 Points</p> <p>No project plan = 0 Points</p>
<b>Total</b>		<b>100</b>

### 3. Assets Management System

Criteria	Applicable values/points	Weight
<b>Mandatory evaluation criteria:</b> <ul style="list-style-type: none"> <li>Accreditation for the Software/System</li> </ul>	<ol style="list-style-type: none"> <li>If the Bidder is a re-seller or a partner of an Original Equipment Manufacturer (OEM) or an Original Software Manufacturer (OSM), the Bidder must submit a letter or an agreement from the OEM or OSM which confirms that, the Bidder is currently accredited by the OEM or OSM for supply, installation, maintenance, and support of the software.</li> <li>If the Bidder is an OEM or an OSM, the Bidder must provide a signed letter from its company representatives, which confirms that the Bidder is an OEM or OSM of the software.</li> </ol>	Compulsory Requirement / Disqualification criteria,
The firm should submit a minimum of 3 references from clients currently utilizing the system.	<ol style="list-style-type: none"> <li>&lt; 3 references = 0 points</li> <li>3 references = 10 points</li> <li>4 references = 20 points</li> <li>5 or more references = 30 points.</li> </ol>	30

<p>Bidders are requested to provide an organogram showing how its resources will be structured on this project. Bidders must also provide detailed CVs of Technical resources to be used in this project. Resources must have a minimum of 3 years' experience in implementing Assets Management Systems/Solutions. Bidders must also provide certified copies of the resource's certification on the Proposed Tool + IT Asset Management certification/ Software Asset Manager or similar.</p>	<ul style="list-style-type: none"> <li>• Less than 1 year or without the required certification = 0</li> <li>• 1 – 2 years of experience with the required certification = 3</li> <li>• 3 - 4 years of experience with the required certification = 6</li> <li>• 5 – 6 years of experience with the required certification = 9</li> <li>• 7 - 8 years of experience with the required certification = 12</li> <li>• More than 8 years of experience with the required certification = 15</li> </ul>	<p>15</p>
<p>Provide detailed implementation Methodology and project plan.</p>	<p>The bidder must submit a Project Proposal including a project plan covering the scope of the project.</p> <p>To allocate these points, the bidder should prepare a detailed project proposal including a project plan relating to the service categories the bidder is applying for including timeframes.</p>	<p>Clear and detailed Project proposal including timeframes = 15 Points</p> <p>Project plan with no timeframes = 7 Points</p> <p>No project plan = 0 Points</p>
<p>The bidder provides detailed specs or a presentation demonstrating how the system, meets the requirements of GRAP and the requirements of the municipality as per the terms of reference of the tender.</p>	<p>If the bidder does not provide detailed specs or presentations proving that all the requirements of the municipality are met, the bidder shall not score any marks for this section.</p>	<p>40</p>
<p><b>Total</b></p>		<p><b>100</b></p>

#### 4. VAT Reviews and Recoveries

Criteria	Applicable values/points	Weight
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<p>Previous experience in projects of a similar nature: Conducting a VAT Review and Recovery for the public sector. Bidders should submit reference letters supported by appointment letters to be allocated points.</p>	<ul style="list-style-type: none"> <li>• &lt; 3 references and appointment letters= 0 points</li> <li>• 3 references and appointment letters = 15 points</li> <li>• 4 references and appointment letters = 20 points</li> <li>• 5 or more references and appointment letters = 30 points.</li> </ul>	30
<p>Qualification and Experience of Project Leader.</p>	<p>The Bidder must provide a detailed CV of the team leader and certificates showing the following:</p> <ul style="list-style-type: none"> <li>• Membership to relevant professional body i.e. SAICA / SAIPA / ACCA = 10 points.</li> <li>• Honours degree or higher in accounting or tax-related qualification = 10 points.</li> <li>• More than 10 Years experience in VAT reviews, submissions and recovery =10 points.</li> <li>• Registered tax practitioner = 5 points.</li> </ul>	35
<p>Provide detailed proposal with Methodology and project plan.</p>	<p>The bidder must submit a Project Proposal including a project plan covering the scope of the project.</p> <p>To allocate these points, the bidder should prepare a detailed project proposal including a project plan relating to the service categories the bidder is applying for including timeframes.</p>	<p>Clear and detailed Project proposal including timeframes = 20 Points</p> <p>Project plan with no timeframes = 10 Points</p> <p>No project plan = 0 Points</p>
<p>The bidding company must provide CVs and qualifications of project team members demonstrating that they hold a BCom Accounting or Tax degree and are registered Tax Practitioners.</p>	<ul style="list-style-type: none"> <li>i) Less than 2 Personnel with a BComm Accounting or Tax degree who are registered Tax Practitioners. = (0 points)</li> <li>ii) 2 Personnel with a BComm Accounting or Tax degree who are registered Tax Practitioners. = (5 points)</li> <li>iii) 3-5 Personnel with a BComm Accounting or Tax degree are</li> </ul>	15

	<p>registered Tax Practitioners. = (10 points)</p> <p>iv) More than 5 Personnel with a BComm Accounting or Tax degree are registered Tax Practitioners. = (15 points)</p>	
<b>Total</b>		<b>100</b>

### 5. Unauthorised, Irregular, Fruitless and Wasteful expenditure

<b>Criteria</b>	<b>Allocated Points</b>
<p style="text-align: center;"><b>Track Record</b></p> <p>The bidder must supply written reference letters demonstrating a record of work done for municipalities in UIFW investigations, MPAC technical support, compilation and or review of UIFW registers. 10points will be allocated for each reference letter provided up to a maximum of 30 points.</p>	<b>30</b>
<p style="text-align: center;"><b>Key Personnel</b></p> <p>Bidders must attach CVs and qualifications of personnel that will be involved in the project. Points will be allocated for experience and qualifications of key personnel as follows:</p> <p>a. Project Leader - Chartered Accountant with more than 10 years' relevant experience = 25 Marks</p> <p>b. 3 Consultants with a BComm Accounting degree and 5 years' relevant experience = 15 points (5 points per consultant)</p>	<b>40</b>
<p><b>Methodology and Project Plan</b></p> <p>The bidder must submit a Project Proposal including a project plan covering the scope of the project.</p> <p>To allocate these points, the bidder should prepare a detailed project proposal including a project plan relating to the service categories the bidder is applying for including timeframes.</p>	<p>Clear and detailed Project proposal including timeframes = 30 Points</p> <p>Project plan with no timeframes = 15 Points</p> <p>No project plan = 0 Points</p>
<b>Total</b>	<b>100</b>

## 6. Actuarial services for Post-Retirement Medical Award, Pension Funds and Long Service Award

Criteria	Applicable values/points	Weight
<p><b>Company Experience</b> The bidder must demonstrate experience in valuation of post-medical aid benefits, pension funds and long service award benefits. The bidder must submit written proof of experience in the form of appointment letters and testimonial/reference letters.</p>	<ul style="list-style-type: none"> <li>• &lt; 3 references = 0 points</li> <li>• 3 references = 15 points</li> <li>• 4 references = 20 points</li> <li>• 5 or more references = 35 points.</li> </ul>	35
<p>The bidder must demonstrate that the team leader and support team have the requisite qualifications and a minimum of 5 years working experience as an actuary and registered with <b>Actuarial Society of South Africa (ASSA)</b>. A CV/resume with qualifications and contactable references must be submitted. All proposed team members must be registered and in good standing with their professional bodies.</p>	<p><b>Team leader experience as an actuary with ASSA</b></p> <ul style="list-style-type: none"> <li>• 4 and more actuarial projects = 25</li> <li>• 3 actuarial projects =20</li> <li>• 2 actuarial projects =10</li> <li>• 1 actuarial project = 5</li> <li>• 0 actuarial projects = 0</li> </ul> <p><b>Support team experience</b></p> <ul style="list-style-type: none"> <li>• One or more qualified as actuary with ASSA = 10 points</li> <li>• None qualified as an actuary with ASSA = 0</li> </ul>	35
<p><b>Methodology</b> The bidder should provide a detailed methodology indicating activities, milestones, and deliverables, as well as who will be responsible for the management and execution of the assignment.  The methodology should also describe quality control and peer review processes when preparing or performing an actuarial valuation.  Back-up and continuity plan in case the valuator and/or any team member(s) cease to be part of the proposed team.  Outline other benefits or value-add services beyond the actuarial valuation support and advisory services.</p>	<ul style="list-style-type: none"> <li>• Process methodology =10</li> <li>• Activity plan = 10</li> <li>• Value add = 5</li> <li>• Back-up and continuity plan = 5</li> </ul>	30
<b>Total</b>		<b>100</b>

## 7. Audit Readiness of Performance Management Department and Document Management System

Criteria	Applicable values/points	Weight
<p><b>Mandatory evaluation criteria:</b></p> <ul style="list-style-type: none"> <li>• Accreditation for the Software/System</li> </ul>	<ol style="list-style-type: none"> <li>1. If the Bidder is a re-seller or a partner of an Original Equipment Manufacturer (OEM) or an Original Software Manufacturer (OSM), the Bidder must submit a letter or an agreement from the OEM or OSM which confirms that, the Bidder is currently accredited by the OEM or OSM for supply, installation, maintenance, and support of the software.</li> <li>2. If the Bidder is an OEM or an OSM, the Bidder must provide a signed letter from its company representatives, which confirms that the Bidder is an OEM or OSM of the software.</li> </ol>	<p>Compulsory Requirement / Disqualification criteria,</p>
<p>The firm should submit a minimum of 3 references from clients currently utilizing the system.</p>	<ul style="list-style-type: none"> <li>• &lt; 3 references = 0 points</li> <li>• 3 references = 15 points</li> <li>• 4 references = 20 points</li> <li>• 5 or more references = 30 points.</li> </ul>	<p>30</p>
<p>Bidders are requested to provide an organogram showing how its resources will be structured on this project. Bidders must also provide detailed CVs of Technical resources to be used in this project. Resources must have a minimum of 3 years' experience in implementing Systems/Softwares. Bidders must also provide certified copies of the resource's certification on the Proposed System.</p>	<ul style="list-style-type: none"> <li>• Less than 1 year or without the required certification = 0</li> <li>• 1 – 2 years of experience with the required certification = 3 points</li> <li>• 3 - 4 years of experience with the required certification = 6 points</li> <li>• 5 – 6 years of experience with the required certification = 9 points</li> <li>• 7 - 8 years of experience with the required certification = 12 points</li> <li>• More than 8 years of experience with the required certification = 15 points</li> </ul>	<p>15</p>
<p>Provide detailed implementation Methodology and project plan.</p>		<p>15</p>
<p>The bidder provides detailed specs or a presentation demonstrating how the system meets the requirements of the municipality as per the terms of</p>	<ul style="list-style-type: none"> <li>• If the bidder does not provide detailed specs or presentations proving that all the requirements of the municipality are met, the bidder</li> </ul>	<p>40</p>

reference of the tender.	shall not score any marks for this section.	
<b>Total</b>		<b>100</b>

## 8. Training Services

Criteria	Applicable values/points	Weight
<b>Mandatory evaluation criteria:</b> Accreditation as a training provider	The bidder must provide proof of accreditation as a training provider with QCTO or relevant SETAs	Compulsory Requirement / Disqualification criteria,
The firm should submit a minimum of 3 references from current or previous clients.	<ul style="list-style-type: none"> <li>&lt; 3 references = 0 points</li> <li>3 references = 15 points</li> <li>4 references = 20 points</li> <li>5 or more references = 30 points.</li> </ul>	30
Qualifications (provide certificates) and experience (provide CVs) of at least 3 facilitators for at least 3 disciplines, with a minimum of 3 years.	<ul style="list-style-type: none"> <li>At least 3 facilitators with 3 or more years' experience as a Facilitator, with relevant qualifications for the selected discipline.</li> </ul>	20
Registered assessor with 5 or more years' experience as an Assessor. Provide a detailed CV and proof of valid Assessor registration.	<ul style="list-style-type: none"> <li>One registered assessor with 5 or more years' experience as an Assessor, with a valid assessor registration.</li> </ul>	25
Registered moderator with 5 or more years' experience as a moderator. Provide a detailed CV and proof of valid moderator registration.	<ul style="list-style-type: none"> <li>One registered moderator with 5 or more years' experience as a moderator, with a valid moderator registration.</li> </ul>	25
<b>Total</b>		<b>100</b>

## 9. Revenue and Debtors Management services and systems

Evaluation Criteria	Description	Maximum Possible Score	Allocation of Points
Firm Experience and Track Record for revenue and debtors'	The firm should submit a minimum of 3 references for projects undertaken (including	30	1. < 3 references = 0 points 2. 3 references = 10 points

management.	references for subcontracted work) relating to revenue and debtors' management.		3. 4 references = 25 points 4. 5 or more references = 30 points.
The team includes a team member with a data analytics certificate or relevant qualifications.		10	Relevant Data Analytics qualifications = 10 Points  No relevant Data Analytics qualifications = 0 Points
Proof of Firm or Directors Registration with a Professional Body (SAICA/IRBA/SAIPA)	Proof of Firm Registration with a Professional Body (SAICA/IRBA/SAIPA)	10	Registered with SAICA / IRBA / SAIPA = 10 Points  Not Registered = 0 Points
Project Proposal	The bidder must submit a Project Proposal including a project plan covering the scope of the project.  To allocate these points, the bidder should prepare a detailed project proposal including a project plan relating to the service categories the bidder is applying for including timeframes.	25	Clear and detailed Project proposal including timeframes = 25 Points  Project plan with no timeframes = 15 Points  No project plan = 0 Points
Key Personnel Experience and Qualifications	The bidder should submit CVs and Qualifications of its personnel which should include at least 1 Chartered Accountant with not less than 10 years' experience in Public Sector Advisory and revenue management, A project manager who holds a BComm Accounting Qualification with minimum 5 years' experience and team members who hold BComm Accounting Degrees.	25	<ul style="list-style-type: none"> <li>The project leader who is a Chartered Accountant and has at least 10 years' experience in public sector financial management consulting and revenue management = <b>10 points</b></li> <li>A Project Manager who holds a BComm Accounting degree and has at least 5 years' experience in public sector financial management and revenue management consulting = 10 points</li> <li>Team members who hold BComm Accounting Degrees. = 1 point for each team member up to a maximum of <b>5 points</b>.</li> </ul>
<b>Total</b>		<b>100</b>	

## **INSTRUCTION TO POTENTIAL SERVICE PROVIDERS**

ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE

- 1.1 Any portion of the TENDER Document not completed will be interpreted as "not applicable".
- 1.2 The KAI !GARIB Municipality reserves the right to accept:
  - the whole quotation or part of a quotation or any item or part of any item or accept more than one quotation (in the event of a number of items being offered) and the KAI !GARIB Municipality is not obliged to accept the lowest or any tender.
- 1.3 The KAI !GARIB Municipality will not be held responsible for any expenses incurred by potential service providers in preparing and submitting quotations
- 1.4 The KAI !GARIB Municipality may, after the closing date, request additional information or clarification of quotations in writing.

1.5 The KAI !GARIB Municipality's representative for the purpose of this quote shall be: **Name: Mrs Anthanique Beukes(CFO)**

**Tel. No: +27 79 049 1101**

**Email: [matthewsg@kaigarib.gov.za](mailto:matthewsg@kaigarib.gov.za)**

## **2. VALIDITY PERIOD**

- 2.1 Any quotation submitted shall remain valid, irrevocable, and open for written acceptance by the KAI!GARIB Municipality for a period of ninety (90) days from the closing date. By submitting a quotation, the potential service provider undertakes not to withdraw their quote or to amend it during the aforesaid period of ninety (90) days.

## **3. SPECIAL CONDITIONS OF CONTRACT**

THESE SPECIAL CONDITIONS CONTRACT (SCC) SUPPLEMENT MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) ISSUED BY NATIONAL TREASURY.

WHENEVER THERE IS A CONFLICT BETWEEN THE SCC AND THE GCC, THE PROVISIONS OF THE SCC SHALL PREVAIL.

3.1 Standards

Failure to comply with the standards and Specification as set out in the tender document shall constitute a material breach and the KAI !GARIB Municipality reserves the right to cancel the Contract in terms of Clause 23 of the GCC.

3.2 Payment - Clause 16 of GCC

All invoices must be forwarded to the following address:

**KAI !GARIB Municipality, Private Bag X 6, Kakamas, 8870.**

#### 4. SETTLEMENT OF DISPUTES - CLAUSE 27 OF GCC

4.1 The KAI !GARIB Municipality and the supplier agree that mediation as referred to in Regulations 49 and 50 of the Local Government. Municipal Finance Management Act, 2003 — Municipal Supply Chain Management Regulations (Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the KAI !GARIB Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 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.
- 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 in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

**10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

**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 in the SCC.

**12. Transportation**

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

**13. Incidental services**

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

- (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 in SCC, 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 in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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 in SCC.
- 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 in SCC.
- 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 in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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.

**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 in SCC.
- 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.