

**Tender Documents**

Kindly furnish Fleet Management with a written quotation for the service specified in this document.

Bid Title: **Appointment of Service Provider to Provide Services In Internal Controls Systems And Financial Administration To The Entity For A Period Of 2 Years (24 Months)**

Bid Number: **FMB 001 - 2022/23**

Closing Date: 08th November 2022

Closing Time: 11:00 (am)

**Documents must be hand delivered and placed in the tender box at:**

**Free State Fleet Management**

**Cnr. Harvey and Rhodes**

**Bloemfontein**

This document contains all information about this bid.

Attached are the following documents:

|  |  |
| --- | --- |
| **Document** | **SECTION** |
| Bidders Notes | A |
| General Conditions of Contract | B |
| Special Conditions: | C |
| SBD 1 | D |
| TCC 001 |
| SBD 2 |
| SBD 4 |
| SBD 6.1 |
| TCBD 1.1 |
| TCBD 1.2 |
| Technical Specifications | E |

**Bidders Notes**

*The information provided in all documents must be accurate, and thus the bidder will be held accountable for such.*

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| --- | --- | --- |
| **Condition** | **Yes** | **No** |
| 1. These documents may not be altered or retyped. Only original documents may be submitted. |  |  |
| 1. Bidders must initialize every page. | \_\_\_\_\_ |  |
| 1. The Bidder must be in a position to supply at least one or more Items on this tender | \_\_\_\_\_ |  |
| 1. Bids will be evaluated in terms of the Preferential Procurement Regulations of 2017. | \_\_\_\_\_ |  |
| 1. Prices quoted must be valid for the duration of the contract. 2. All items will be evaluated and awarded separately |  |  |
| 1. All SBD forms and other relevant documents should be filled in completely |  |  |
| 1. Prices quoted must be firm and inclusive of VAT | \_\_\_\_ |  |
| **Important Documents** |  |  |
| 1. Valid Tax Clearance Certificate |  |  |
| 1. Company/Business Registration |  |  |
| 1. BBB-EE Certificate |  |  |
| 1. Proof of physical address of business |  |  |

1. **APPOINTMENT OF SUITABLE SERVICE PROVIDER**

* A company or closed corporation is required to provide services in internal controls systems and financial administration to the entity for a period of 24 months
* The Department reserves the right to negotiate the tender award value or call for presentations in an event that prices are deemed not to be market related.
* The Department is not obliged to appoint the lowest bidder.

1. **COMPULSORY AND MANDATORY REQUIREMENTS:**

* Bidders who did not meet all the conditions of acceptance of the bid will be disqualified.
* Bidders who falsify any information will be disqualified.
* The following compulsory documents must be submitted with the bid documents:
  + Completed and Signed Bid Document
  + Valid Tax Clearance Certificate (Tax Pin)
  + CSD Report
  + B-BBEE Verification Certificate obtained from an entity registered with SANAS / Sworn affidavit obtained from DTI.
  + Company registration Certificate
  + Proof indicating that municipal rates or Rental invoice are up to date which is not older than three months,
  + Certified ID Copies of all members within the management structure of the organization.
  + Joint Venture Agreement (if applicable)

1. **EVALUATION CRITERIA**

All proposals received will be evaluated on three stage bidding

* Stage 1: Pre-Qualifying Criteria
* Stage 2: Functionality stage – 40 points
* Stage 3: 80/20 preferences point system (Price and B-BBEE Status)

**Stage 1: Pre-Qualifying Criteria**

* Bidders must be EME
* Provide latest company financial statements

A tender that fails to meet the pre-qualifying criteria stipulated in the tender documents is an unacceptable tender

**Stage 2: Functionality**

Evaluation criteria will be used for the purpose of pre-qualifying the service provider

For purpose of comparison and in order to ensure a meaningful evaluation, service providers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.

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| --- | --- | --- |
| **Criteria** | **Proof to be Attached** | **Points** |
| ***Managerial experience of staff to be seconded:***   * Primary team member (i.e. CA(SA)) to take lead of the project, with **over 10 years’ post article experience** in the public sector *(allocated on a full-time basis and on site)* = **10 points** * Primary team member (i.e. CA(SA)) to take lead of the project, with **between 5 years’ and 10 years’ post article experience** in the public sector *(allocated on a full-time basis and on site****)* = 5 points** * Primary team member (i.e. CA(SA)) to take lead of the project, with **less than 5 years’ post article experience** in the public sector *(allocated on a full-time basis and on site)* = **0 points** | * Proof indicating Experience post article experience | 10 |
| ***Previous GRAP experience of staff to be seconded:***  Provide detailed proof of previous annual financial statements compiled by the seconded staff members, in accordance with the GRAP standards, substantiated by reference letters: (10 points):   * More than 3 annual financial statements compiled according to GRAP **= 10 points** * 2 annual financial statement compiled according to GRAP = **5 points** * 0 annual financial statement compiled according to GRAP **= 2 points** | * Reference Letters form the Organization of the compiled AFS | 10 |
| ***Qualifications of staff to be seconded:***  Demonstrate the ability that the team members possessing the following qualifications, will be available and on-site for the duration of the contract **(15 points)**:   * One of the seconded team members to be registered as a chartered account *(CA(SA))* **= 7.5 points** * One of the seconded team members to be registered as a certified information systems auditor *(CISA)* **= 7.5 points** | * CA Registration Certificate * CISA Registration Certificate | 15 |
| *Locality of service provider:*   * Free State based **= 5 points** * Outside the province **= 0 points** | * Municipal services clearance certificate or Lease Agreement with a Current Bill of Account not owing more than Ninety (90) days | 5 |
| **Total** | | **40** |

**Stage 3: Price and B-BBEE Status**

Bidders who meet the requirements minimum of 24 points (60%) for Functionality and adhered to all the Activities in the scope of work will be further considered on 80/20 Preference Point System.

1. **The Bids will be evaluated on a 80/20 process as follows:**

* Price : 80
* Preferences point system (Price and B-BBEE Status) : 20

1. **Price: 80**

The maximum points for price is 80. These points will be for the Total Bid Offer. The points for price will be calculated according to clause 6, item 1 0f the PPPFA (Effective from January 2017) as follows:

Ps = Points scored for price of tender under consideration

Pt = Rand value of tender under consideration

Pmin = Rand value of lowest acceptable tender

1. **B-BBEE Status Level: 20**

* Points will be awarded to bidders for attaining the B –BBEE status level of contributor in accordance with the table below:

|  |  |
| --- | --- |
| B-BBEE Status Level of Contributor | Number of points |
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-complaint Contributor | 0 |

* Bidders must submit proof of its status level of contributor.

**GOVERNMENT PROCUREMENT:**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

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| --- |
| **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. |

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

**General Conditions of Contract**

|  |  |  |
| --- | --- | --- |
| **1. Definitions** | 1.      1.1    1.2    1.3    1.4    1.5        1.6 | The following terms shall be interpreted as indicated:  “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.  “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.  “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.  “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.  "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.  “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. |
|  | 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. “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. "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. ”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. “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. “GCC” means the General Conditions of Contract.

* 1. “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. “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. “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. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

* 1. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

* 1. “Project site,” where applicable, means the place indicated in bidding documents.

* 1. “Purchaser” means the organization purchasing the goods.

* 1. “Republic” means the Republic of South Africa.

* 1. “SCC” means the Special Conditions of Contract.

* 1. “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. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. **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.

* 1. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

* 1. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

1. **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.

* 1. 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

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

1. **Use of** 5.1 The supplier shall not, without the purchaser’s prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information;** than a person employed by the supplier in the performance of the **inspection.** 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.

* 1. 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.

* 1. 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.

* 1. 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.

1. **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.

1. **Performance** 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

* 1. 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.

* 1. 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:

* + - 1. 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
      2. a cashier’s or certified cheque

* 1. 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.

1. **Inspections,** 8.1 All pre-bidding testing will be for the account of the bidder.

**tests and**

**analyses** 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.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. 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.

1. **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.

* 1. 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.

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

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

1. **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.

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

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

* + - 1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
      2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
      3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
      4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
      5. training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

* 1. 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.

1. **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:

* + - 1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
      2. in the event of termination of production of the spare parts:
         1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
         2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

1. **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.

* 1. 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.

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

* 1. 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.

* 1. 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.

1. **Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

* 1. 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.

* 1. 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.

* 1. Payment will be made in Rand unless otherwise stipulated in SCC.

1. **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.

1. **Contract** 18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

1. **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.

1. **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.

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

* 1. 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.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. 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.

1. **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.

1. **Termination** 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may

terminate this contract in whole or in part:

* + - 1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
      2. if the Supplier fails to perform any other obligation(s) under the contract; or
      3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
     1. the name and address of the supplier and / or person restricted by the purchaser;
     2. the date of commencement of the restriction
     3. 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.

* 1. 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.

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| **24. Anti-dumping and countervailing duties and rights** | 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in |

terms of the contract or any other contract or any other amount which

may be due to him

1. **Force** 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the

**Majeure** 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.

* 1. 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.

1. **Termination** 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** 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.

1. **Settlement of** 27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** 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.

* 1. 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.

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

* 1. Mediation proceedings shall be conducted in accordance with the rules

of procedure specified in the SCC.

* 1. 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.

1. **Limitation of** 28.1 Except in cases of criminal negligence or willful misconduct, and in **liability**

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

1. **National Industrial Participation (NIP) Programme**

|  |  |
| --- | --- |
|  | (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.

* 1. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

* 1. 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.

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

|  |  |  |
| --- | --- | --- |
| **Restrictive practices** | 34.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). |
|  |  |  |
|  | 34.2 | If a bidder(s) or contractor(s), based on reasonable grounds or |

1. **Prohibition of**

evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

|  |
| --- |
| 1. **Terms Of Contract** |
| 1. **SPECIAL CONDITIONS** |
| 1. **Sep 2021** |

1. 

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2. **DEFINITIONS**

**Delivery Charges** include the cost of delivery from the manufacturer to the dealers within the various main centres.

**End-user / Purchaser** is Fleet Management - whom will place an order with the supplier and will be responsible for the payment thereof.

**Item/Equipment** means any item categorized and/or offered in this contract.

**Supplier** is any registered business enterprise which is directly contracted to supply item(s)/ service(s) on this contract.

**Service** refers to services specified in this contract.

**Cost** means the overall price that the supplier agrees to charge Fleet Management for the items supplied or services rendered as per contract requirements.

**PDI** means “Pre-delivery inspection” which is to be done and completed by the supplier before any items are delivered to the purchaser.

**Period** refers to the number of calendar days, inclusive of weekends and public holidays.

**Validity Period (Days)** is the period stipulated by the purchaser on which the quotation provided by the supplier for this bid will be considered as valid.

**Delivery Period (Days)** is the period in calendar days (weekends and public holidays included) from order receipt date to the rendering of the required services or items.

**Handling Charges** include the cost of delivery from the dealer to the end-user, including additional sundry costs that may apply.

**Specialized Vehicle** is a vehicle built and/or converted for a specific application other than normal use.

**ABBREVIATIONS**

1. BAC : Bid Adjudication Committee
2. PDI/PDS : Pre-delivery Inspection / Pre-delivery Service
3. POD : Proof of Delivery
4. SBD : Standard Bidding Document
5. TCBD : Transversal Contract Bidding Document
6. VAT : Value- Added Tax
7. CPA : Contract Price Adjustment
8. FM : Fleet Management
9. **Special Conditions**

*These conditions are valid for a period of twelve (12) months*

1. *These conditions cannot be altered.*
2. *The bidder should acknowledge agreement to these conditions by initializing every page and signing on the last page of this document.*

**SPECIAL CONDITIONS OF CONTRACT**

* + 1. This bid and all contracts emanating thereafter will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (act 1 of 1999) Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

1. **EVALUATION CIRITERIA**

The bid will be evaluated based on:

* Compliance to regulatory framework set out in the Special Conditions and General Conditions of Contract
* Technical Specification Compliance
* Technical Conditions Compliance
* Preferential Procurement Regulations Of 2017 (implemented in SBD 6.1)
* Functionality Criterion (if applicable)

1. **RESPONSE FIELDS**

It is imperative that bidders submit responsive bids by completing all the mandatory response fields and item/service questionnaires for the individual items/services. In this regard bidder’s attention is drawn to the response fields in the following:

* Bidder’s notes
* Technical Conditions
* Technical Specifications
* Price Schedule
* All Specific Bid Documents provided
* All other documents that are attached in this contract

***Nonresponse to any of the response fields in this contract may result in the bid for the services concerned being rendered as invalid.***

1. **VALUE ADDED TAX**

All bid prices must be inclusive Value-Added Tax (VAT).

1. **TAX CLEARANCE CERTIFICATE**

An original and valid Tax Clearance Certificate issued by the South African Revenue Services (SARS) certifying that the taxes of the bidder are in order must be submitted at the closing date and time of bid. Failure to comply with this condition will invalidate the bid.

1. **DOCUMENTATION OF UNDERTAKING**
2. In the event of the bidder not being the actual manufacturer/merchant and will be sourcing the item(s)/service(s) from another company, a letter from that company(ies) / supplier(s) confirming firm supply arrangement(s) including lead times in this regard, must accompany your bid at closing date and time. **TCBD 1.1 and 1.2 should be used in this regard.**
3. The said company/manufacturer/supplier issuing such a letter must confirm that it has familiarized itself with the item description/specification and bid conditions and if the bid consist of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued.
4. It must be indicated in the letter that all the terms and conditions are mutually agreed upon.
5. In the event that the bidder is subcontracting a third party, the bidder is obliged to refer to SBD 6.1 subsections 5.8 and 8.1 and respond accordingly.
6. **FORCE MAJEURE**

Successful bidders must advise Fleet Management Accounting Officer immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars for such circumstances as well as the period of delay must be furnished.

1. **TENDER ADMINISTRATION**
2. The administration and facilitation of the contract will be the responsibility of Fleet Management and all correspondence in this regard must be directed to the following address:

The Head: Fleet Management

Private Bag X20548

Bloemfontein

9300

Tel: 051 4005 200

1. Orders will be placed by participating departments within Fleet Management who will be responsible for the payment to contractors for goods delivered and/or services rendered.
2. The adjudication process shall be carried out as per the prescriptions of the South African National Treasury - Preferential Procurement Regulations Of 2017

**COUNTER CONDITIONS**

1. Bidders’ attention is drawn to the fact that amendments to any of the Special Conditions by bidders may result in the invalidation of such bids.
2. **FRONTING**
   1. Fleet Management Free Sate supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this backdrop, Fleet Management Free Sate condemns any form of fronting.
   2. Fleet Management Free Sate, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guideline on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/ investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.
3. **VALIDITY PERIOD**
4. All quotations provided on this bid/tender will be considered as valid for a period of 180 days from the specified bid closing date
5. The bidder must therefore price his services such that the total cost is firm throughout duration of the validity period.
6. **PAYMENT**
   1. **Documentation**
7. The supplier shall furnish the end-user with an invoice, document of first registration (if applicable) accompanied by the Proof of service rendered note upon fulfillment of the order.
8. Fleet Management Free State requires all of the above documentation from the supplier in order to effect payment. Supplier shall deliver all relevant documentation specified in the Technical Conditions.
9. All documents shall preferably be delivered per arrangement with Fleet Management






17. 2. **Terms of Payment**
18. The purchaser shall make payments within thirty (30) days from date the Accounting Officer signed the invoice provided that all documentation has been supplied.
19. Fleet Management Free State will not avoid acceptance of item deliveries in order to delay payment.
20. Partial payments will be made in the case of fractional deliveries if requested or approved by Fleet Management Free State. Pricing as quoted prior to ordering should however be held firm until full delivery has been affected.
    1. **Discounts**
21. Additional discounts will not be taken into consideration during evaluation.
22. All discounts must already be subtracted when the pricing is supplied.
23. **DELIVERY** **OF SERVICES**
    1. **Delivery Adherence**
24. In respect of items awarded to them, bidder must adhere strictly to the delivery periods quoted by them in their bids.
25. Refer to scope of work for deliverable.
26. **TECHNICAL** **REQUIREMENT****S**
    1. **PROFFESIONAL SERVICE**
       1. Refer to scope of work for deliverable.
27. **REPORTING** 
    1. **Performance Measures**
    2. **Suppliers Measures**

The following measures will be applicable to suppliers:

* + Number of days item is delivered post delivery period
  + Partial deliveries post delivery period.
  1. **End Users Measures**

Following measures will be applicable to Fleet Management Free State:

* On-time payment
* Rand value of invoices not paid on-time
* Number of days item is delivered post delivery period

1. **CHANGE CONTROL SYSTEMS**
2. Any known changes/enhancements may be stipulated by bidders in the bid responses, and accommodated in the item’s price stipulated up front in the “Pricing Schedule Forms”.
3. Changes / enhancements, that occur post bid award and that were unexpected by the bidder during the bid response period, are to be formally communicated to and approved by the Fleet Management Free State in writing.
4. Fleet Management Free State reserves the right to amend both the Specification and these Special Conditions until 7 days prior to the closing date of the tender.

**Declaration of Agreement**

**Contact Details:**

**Fleet Management Free State**

Private Bag X20548

Bloemfontein 9300

Physical address: Cnr. Rhodes and Harvey Ave,

Bloemfontein

9301

Makhele Sabata, Tel (051) 4005 231,

E-mail: [makheles@fsfleet.gov.za](mailto:makheles@fsfleet.gov.za)

Fax: 0866 2371 84

By signing this document, the bidder herby declares his agreement to the Special Conditions of the bid.

NOTES: …………………………………………………………………………………………………………………………………………………………………………………………………………………………......….……………………………………………………………………………………………………………………………………………………………………………………………

Bidding Company …………………………………………

Name of Representative …………………………………

Signature ……………………………………….…………

**Company Stamp**

**SBD 1**

**PART A**

INVITATION TO BID

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (***NAME OF DEPARTMENT/ PUBLIC ENTITY***)** | | | | | | | | | | | | | | | | |
| BID NUMBER: | FMB001 – 2022/23 | | CLOSING DATE: | | 08 November 2022 | | | | | | CLOSING TIME: | | | | | 11:00 am |
| DESCRIPTION | **Appointment of Service Provider to Provide Services In Internal Controls Systems And Financial Administration To The Entity For A Period Of 2 Years (24 Months** | | | | | | | | | | | | | | | |
| **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)* | | | | | |  | |  | | | | | | | | |
| **Free State Fleet Management** | | | | | | | | | | | | | | | | |
| **Cnr of Harvey and Roads Avenue** | | | | | | | | | | | | | | | | |
| **Bloemfontein** | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | |
| **SUPPLIER INFORMATION** | | | | | | | | | | | | | | | | |
| NAME OF BIDDER | |  | | | | | | | | | | | | | | |
| POSTAL ADDRESS | |  | | | | | | | | | | | | | | |
| STREET ADDRESS | |  | | | | | | | | | | | | | | |
| TELEPHONE NUMBER | | CODE | |  | | | | | NUMBER | | | | |  | | |
| CELLPHONE NUMBER | |  | | | | | | | | | | | | | | |
| FACSIMILE NUMBER | | CODE | |  | | | | | NUMBER | | | | |  | | |
| E-MAIL ADDRESS | |  | | | | | | | | | | | | | | |
| VAT REGISTRATION NUMBER | |  | | | | | | | | | | | | | | |
| TAX COMPLIANCE STATUS | | TCS PIN: | |  | | | **OR** | | | CSD No: | | |  | | | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE  [TICK APPLICABLE BOX] | | Yes    No | | | | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | | | | | Yes  No | | | |
| ***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]*** | | | | | | | | | | | | | | | | |
| **ARE YOU THE ACCREDITED REPRESENTATIVE** IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | | Yes No  [IF YES ENCLOSE PROOF] | | | | | | **ARE YOU A FOREIGN BASED SUPPLIER FOR** THE GOODS /SERVICES /WORKS OFFERED? | | | | | | | Yes No  [IF YES, ANSWER PART B:3 ] | |
| TOTAL NUMBER OF ITEMS OFFERED | |  | | | | | | TOTAL BID PRICE | | | | | | | **R** | |
| SIGNATURE OF BIDDER | | ……………………………… | | | | | | DATE | | | | | | |  | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | |  | | | | | | | | | | | | | | |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:** | | | | | | **TECHNICAL INFORMATION MAY BE DIRECTED TO:** | | | | | | | | | | |
| DEPARTMENT | |  | | | | CONTACT PERSON | | | | | |  | | | | |
| CONTACT PERSON | |  | | | | TELEPHONE NUMBER | | | | | |  | | | | |
| TELEPHONE NUMBER | |  | | | | FACSIMILE NUMBER | | | | | |  | | | | |
| FACSIMILE NUMBER | |  | | | | E-MAIL ADDRESS | | | | | |  | | | | |
| E-MAIL ADDRESS | |  | | | |  | | | | | | | | | | |

PART B

TERMS AND CONDITIONS FOR BIDDING

|  |
| --- |
| 1. **BID SUBMISSION:** |
| * 1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**   3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1. **TAX COMPLIANCE REQUIREMENTS** |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 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. 3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://www.sars.gov.za). 4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 1. **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** |
| * 1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO   2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO   3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO   4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO   5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO   **IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.** |

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**.

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**.

SIGNATURE OF BIDDER: ………………………………………………………

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

DATE: …………………………………………...

**SBD4**

**BIDDER’S DISCLOSURE**

1. **PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

1. **Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[[1]](#footnote-1) in the enterprise,

employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

|  |  |  |
| --- | --- | --- |
| **Full Name** | **Identity Number** | **Name of State institution** |
|  |  |  |
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|  |  |  |
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|  |  |  |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……………………………………………………………………………………

……………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

* + 1. If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

1. **DECLARATION**

I, the undersigned, (name)……………………………………………………………………. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

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

3.3 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[[2]](#footnote-2) will not be construed as collusive bidding.

3.4In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… ..……………………………………………

Signature Date

……………………………… ………………………………………………

Position Name of bidder

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

1. **GENERAL CONDITIONS**
   1. The following preference point systems are applicable to all bids:

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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20preference point system shall be applicable

* 1. Points for this bid shall be awarded for:

1. Price; and
2. B-BBEE Status Level of Contributor.
   1. The maximum points for this bid are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| **PRICE** |  |
| **B-BBEE STATUS LEVEL OF CONTRIBUTOR** |  |
| **Total points for Price and B-BBEE must not exceed** | **100** |

* 1. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
  2. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

1. **DEFINITIONS**
2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
3. “**B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
4. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
6. **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
7. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
8. **“prices”** includes all applicable taxes less all unconditional discounts;
9. **“proof of B-BBEE status level of contributor”** means:
10. B-BBEE Status level certificate issued by an authorized body or person;
11. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
12. Any other requirement prescribed in terms of the B-BBEE Act;
13. **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
14. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
15. **POINTS AWARDED FOR PRICE**
    1. **THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

****

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

1. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**
   1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

|  |  |
| --- | --- |
| **B-BBEE Status Level of Contributor** | **Number of points**  **(80/20 system)** |
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

1. **BID DECLARATION**
   1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
2. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1** 
   1. B-BBEE Status Level of Contributor: . = ………(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

1. **SUB-CONTRACTING**
   1. Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

* + 1. If yes, indicate:

1. What percentage of the contract will be subcontracted............…………….…………%
2. The name of the sub-contractor…………………………………………………………..
3. The B-BBEE status level of the sub-contractor......................................……………..
4. Whether the sub-contractor is an EME or QSE

***(Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

1. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

|  |  |  |
| --- | --- | --- |
| Designated Group: An EME or QSE which is at last 51% owned by: | EME  √ | QSE  √ |
| Black people |  |  |
| Black people who are youth |  |  |
| Black people who are women |  |  |
| Black people with disabilities |  |  |
| Black people living in rural or underdeveloped areas or townships |  |  |
| Cooperative owned by black people |  |  |
| Black people who are military veterans |  |  |
| OR | | |
| Any EME |  |  |
| Any QSE |  |  |

1. **DECLARATION WITH REGARD TO COMPANY/FIRM**
   1. Name of company/firm:…………………………………………………………………………….
   2. VAT registration number:……………………………………….…………………………………
   3. Company registration number:…………….……………………….…………………………….
   4. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[Tick applicable box]

* 1. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..

* 1. COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[*Tick applicable box*]

* 1. Total number of years the company/firm has been in business:……………………………
  2. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
   1. disqualify the person from the bidding process;
   2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
   3. 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;
   4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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
   5. forward the matter for criminal prosecution.

……………………………………….

SIGNATURE(S) OF BIDDERS(S)

DATE: …………………………………..

ADDRESS …………………………………..

…………………………………..

…………………………………..

WITNESSES

1. ……………………………………..
2. …………………………………….

**MBD 6.1**

**AUTHORISATION DECLARATION**

**NAME OF THE BIDDER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Bid Number: FMB 001 - 2022/23 CLOSING DATE: 08 November 2022**

**DESCRIPTION: Appointment of Service Provider to Provide Services In Internal Controls Systems And Financial Administration To The Entity For A Period Of 2 Years (24 Months)**

|  |  |
| --- | --- |
| **YES** | **NO** |

**Are you sourcing the goods or services from a third party?**

***\* If you have answered YES to the above question, please provide full details in the table below of the third party(ies) from whom you are sourcing the goods or services.***

1. **Declaration by the bidder where the bidder is sourcing goods or services from a third party.**

The bidder hereby declares the following:-

* 1. The bidder is sourcing the goods or services listed in the TCBD 1.1 attached, from a third party in order to comply with the terms and conditions of the bid.
  2. The bidder has informed the third party of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed in the TCBD 1.1.
  3. The bidder has received the attached, unconditional written undertaking from the third party to supply the goods or services listed in the TCBD1.1 in accordance with the terms and conditions of the bid document for the duration of the contract. A template has been attached (TCBD1.2) that is to be used for the purpose of the third party undertaking.
  4. The bidder confirms that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.

1. **The bidder declares that the information contained herein is true and correct.**
2. **The bidder acknowledges that the State reserves the right to verify the information contained therein and if found to be false or incorrect may invoke any remedies available to it in the bid documents.**

**SIGNATURE BY THE BIDDER**

**Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_**

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Full name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**List of goods or services offered**

| **Bid Item No** | **Brand Name** | **Name of the company from where the goods or services will be sourced** | **Address and contact details of the company from where the goods or services will be sourced** |
| --- | --- | --- | --- |
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*(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)*

***Note:***

***The authorisation letter must be on the official letterhead of the third party***

***A separate letter must be included for each third party***

***The authorisation letter must be addressed to the Bidding Company***

Name of Bidding Company

Address of Bidding Company

Attention:

Dear Sir/Madam

**AUTHORISATION LETTER: CONTRACT FMB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Name of Third Party)* hereby authorise you, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Name of Company)* to include the products listed below in your bid submission for the abovementioned contract.

We confirm that we have firm supply arrangements in place, and have familiarised ourselves with the item descriptions, specifications and bid conditions relating to item/s listed below.

|  |  |  |
| --- | --- | --- |
| **Item no.** | **Description of product** | **Brand name** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

*(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)*

Yours faithfully,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Third Party

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(SECTION E)**

**SCOPE OF WORK**

The seconded officials will also be required, but not limited, to perform the following functions:

* Performing year-end procedures. *Refer to table below for the key deliverables.*
* Preparation of interim financial statements for the periods ending on the accounting framework of the Entity.
* Preparation of annual financial statements for the periods ending on the accounting framework of the Entity.
* Assisting in developing internal controls for the new Workflow Management System.
* Reporting to executive management and the audit committee members about the financial affairs of the entity.
* Assisting in addressing the audit report and management letter matters raised in the prior years’, as well as during the contract.
* Assistance with the performance of the valuations of the fleet assets

At least one official must have at least a minimum experience of 10 years at a manager level *(post-article experience).* The team member should be registered as a CA(SA).

This official should also be available and onsite for the duration of the contract. Furthermore, one of the secondments should as a minimum also be registered as a CISA.

This individual will be responsible for designing and implementing the internal controls regarding the information systems, as well as any other short-comings identified in other processes.

It is foreseen that each seconded staff should be available on-site during the period for at least 1,700 hours per year. The total estimated required hours required will be 3,400 hours per year.

**Seconded officials (minimum of two)**

|  |  |
| --- | --- |
| **Name Surname** | **Qualifications** |
| **Primary** | |
|  |  |
| **Secondary** | |
|  |  |

The following represents the list of key deliverables (but not limited to), when preparing the interim and annual financial statements:

| **Count** | **Activity** | **Deliverable** | **Compliant (Yes / No)** | **Comments** |
| --- | --- | --- | --- | --- |
| 1 | **Technical review of AFS before submission** | Preparation of Excel and Word based annual and interim financial statements for submission to the AGSA and Provincial Treasury for the three years. |  |  |
| - RBE assets | Calculate depreciation, perform a RBE fleet reconciliation and propose journals |  |  |
| - Small assets | Update fixed asset register, perform reconciliation and propose journals for:  - Office Equipment;  - Tools; and  - Equipment. |  |  |
| - GMT assets | Update fixed asset register with additions and disposals, calculate depreciation, perform a depreciation reconciliation, reconcile revaluation surplus, perform GMT fleet reconciliation, calculate profit and loss on disposals, and perform a reconciliation on vehicles auctioned. |  |  |
| - Trade Receivables | Compile BAS aging summary. Discounting of trade receivables. |  |  |
| - Revenue Discounting | Discounting of RBE revenue at year end |  |  |
| - Trade Payables | Prepare a list of accruals |  |  |
| - Provisions | Calculate the following Provisions:  - Bonus;  - Leave Pay; and  - Long Service Awards. |  |  |
| - Related parties | Calculate the amounts owing by/owing to related parties and perform the related parties’ reconciliation. Calculate and disclose annual management salaries. |  |  |
| - Contingent Liabilities | Determine the Contingent Liabilities of Housing Guarantees and Labour Related Cases if any |  |  |
| - Commitments | Calculate LOGIS Commitments |  |  |
| - Prior period error | Disclosure of any identified prior period errors. |  |  |
| 2 | **Technical review of AFS before submission** | Review of the AFS before submission. |  |  |
| 3 | **Preparation of the detailed accounting working files that support the annual financial statements (including supporting documentation for journals).** | Preparation of the detailed accounting working files that support the annual financial statements (including supporting documentation for journals). |  |  |
| 6 | **Assist with the determining of completeness for revenue** | A detailed comparison between the odometer readings listed on the FNB report and the odometer readings provided by each municipality and department for every vehicle. Differences to be followed up. |  |  |
| 7 | **Assist with the determining of completeness for assets** | A detailed comparison between the assets listed on the progress report and the assets loaded onto ADM. Differences to be resolved. |  |  |
| 8 | **Assessment of possible irregular expenditure** | Assess acting allowances, overtime and other (if needed) to determine possible irregular expenditure. |  |  |
| 9 | **Preparation of lease schedules for user departments** | Calculate the operating lease commitment that user departments should disclose in their financial statements.  Determine lease periods that have come to an end and adjust lease schedule and tariffs accordingly.  Perform a review to ensure tariffs as per ADM agree to the approved tariffs. |  |  |
| 10 | **Contingent Liabilities** | Disclose the P51 Cases |  |  |
| 11 | **Accident Reserve** | Calculate amount to disclose |  |  |
| 12 | **Irregular and fruitless & wasteful expenditure** | Review payments made during the period, against the awards made during the current or prior financial years, and evaluate the compliance with SCM regulations. |  |  |
| 13 | **Financial reporting** | Prepare reports for the executive management and the audit committee in terms of the financial affairs of the entity. |  |  |
| 14 | **Prior year matters** | Assisting with addressing and resolving the prior year matters included in the audit report and management report |  |  |
| 15 | **Post audit action plan (PAAP)** | Preparing, updating and monitoring the implementation of the PAAP.  Reporting on the progress of the implementation of the PAAP. |  |  |
| 16 | **Review of policies** | Review and update the policies, to ensure that the control environment of the entity is functioning effectively. |  |  |
| 17 | **Information systems** | Assisting with negotiations, design and implementation for the migration to a new Workflow Management System  Designing and implementing internal controls for the new Workflow Management System.  Testing and evaluation of the systems on a continuous basis to ensure that the system is functioning effectively. |  |  |
| 18 | **Valuations of fleet assets** | Assist with the performance of valuations of the fleet assets. |  |  |

**PRICING SCHEDULE**

Prices quoted must befixed.

The total cost should be inclusive of VAT

All labour and overtime costs should be included in the price quoted.

The estimated time of the seconded officials should be split between the key deliverables, to demonstrate the ability of the proposed team members, as per the functionality criteria, to be on-site for the duration of the contract:

**Year 1:**

| **Count** | **Activity** | **Deliverable** | **Hours: Official 1** | **Rate:**  **Official 1** | **Hours:**  **Official 2** | **Rate:**  **Official 2** | **Total cost (incl. VAT)** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | **Technical review of AFS before submission** | Preparation of Excel and Word based annual and interim financial statements for submission to the AGSA and Provincial Treasury for the three years. |  |  |  |  |  |
| - RBE assets | Calculate depreciation, perform a RBE fleet reconciliation and propose journals |  |  |  |  |  |
| - Small assets | Update fixed asset register, perform reconciliation and propose journals for:  - Office Equipment;  - Tools; and  - Equipment. |  |  |  |  |  |
| - GMT assets | Update fixed asset register with additions and disposals, calculate depreciation, perform a depreciation reconciliation, reconcile revaluation surplus, perform GMT fleet reconciliation, calculate profit and loss on disposals, and perform a reconciliation on vehicles auctioned. |  |  |  |  |  |
| - Trade Receivables | Compile BAS aging summary. Discounting of trade receivables. |  |  |  |  |  |
| - Revenue Discounting | Discounting of RBE revenue at year end |  |  |  |  |  |
| - Trade Payables | Prepare a list of accruals |  |  |  |  |  |
| - Provisions | Calculate the following Provisions:  - Bonus;  - Leave Pay; and  - Long Service Awards. |  |  |  |  |  |
| - Related parties | Calculate the amounts owing by/owing to related parties and perform the related parties’ reconciliation. Calculate and disclose annual management salaries. |  |  |  |  |  |
| - Contingent Liabilities | Determine the Contingent Liabilities of Housing Guarantees and Labour Related Cases if any |  |  |  |  |  |
| - Commitments | Calculate LOGIS Commitments |  |  |  |  |  |
| - Prior period error | Disclosure of any identified prior period errors. |  |  |  |  |  |
| **2** | **Technical review of AFS before submission** | Review of the AFS before submission. |  |  |  |  |  |
| **3** | **Preparation of the detailed accounting working files that support the annual financial statements (including supporting documentation for journals).** | Preparation of the detailed accounting working files that support the annual financial statements (including supporting documentation for journals). |  |  |  |  |  |
| **6** | **Assist with the determining of completeness for revenue** | A detailed comparison between the odometer readings listed on the FNB report and the odometer readings provided by each municipality and department for every vehicle. Differences to be followed up. |  |  |  |  |  |
| **7** | **Assist with the determining of completeness for assets** | A detailed comparison between the assets listed on the progress report and the assets loaded onto ADM. Differences to be resolved. |  |  |  |  |  |
| **8** | **Assessment of possible irregular expenditure** | Assess acting allowances, overtime and other (if needed) to determine possible irregular expenditure. |  |  |  |  |  |
| **9** | **Preparation of lease schedules for user departments** | Calculate the operating lease commitment that user departments should disclose in their financial statements.  Determine lease periods that have come to an end and adjust lease schedule and tariffs accordingly.  Perform a review to ensure tariffs as per ADM agree to the approved tariffs. |  |  |  |  |  |
| **10** | **Contingent Liabilities** | Disclose the P51 Cases |  |  |  |  |  |
| **11** | **Accident Reserve** | Calculate amount to disclose |  |  |  |  |  |
| **12** | **Irregular and fruitless & wasteful expenditure** | Review payments made during the period, against the awards made during the current or prior financial years, and evaluate the compliance with SCM regulations. |  |  |  |  |  |
| **13** | **Financial reporting** | Prepare reports for the executive management and the audit committee in terms of the financial affairs of the entity. |  |  |  |  |  |
| **14** | **Prior year matters** | Assisting with addressing and resolving the prior year matters included in the audit report and management report |  |  |  |  |  |
| **15** | **Post audit action plan (PAAP)** | Preparing, updating and monitoring the implementation of the PAAP.  Reporting on the progress of the implementation of the PAAP. |  |  |  |  |  |
| **16** | **Review of policies** | Review and update the policies, to ensure that the control environment of the entity is functioning effectively. |  |  |  |  |  |
| **17** | **Information systems** | Assisting with negotiations, design and implementation for the migration to a new Workflow Management System  Designing and implementing internal controls for the new Workflow Management System.  Testing and evaluation of the systems on a continuous basis to ensure that the system is functioning effectively. |  |  |  |  |  |
| **18** | **Valuations of fleet assets** | Assist with the performance of valuations of the fleet assets. |  |  |  |  |  |
| **Grand Total – Year 1** | | |  |  |  |  |  |

**Year 2:**

| Count | **Activity** | **Deliverable** | **Hours: Official 1** | **Rate:**  **Official 1** | **Hours:**  **Official 2** | **Rate:**  **Official 2** | **Total cost (incl. VAT)** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | **Technical review of AFS before submission** | Preparation of Excel and Word based annual and interim financial statements for submission to the AGSA and Provincial Treasury for the three years. |  |  |  |  |  |
| - RBE assets | Calculate depreciation, perform a RBE fleet reconciliation and propose journals |  |  |  |  |  |
| - Small assets | Update fixed asset register, perform reconciliation and propose journals for:  - Office Equipment;  - Tools; and  - Equipment. |  |  |  |  |  |
| - GMT assets | Update fixed asset register with additions and disposals, calculate depreciation, perform a depreciation reconciliation, reconcile revaluation surplus, perform GMT fleet reconciliation, calculate profit and loss on disposals, and perform a reconciliation on vehicles auctioned. |  |  |  |  |  |
| - Trade Receivables | Compile BAS aging summary. Discounting of trade receivables. |  |  |  |  |  |
| - Revenue Discounting | Discounting of RBE revenue at year end |  |  |  |  |  |
| - Trade Payables | Prepare a list of accruals |  |  |  |  |  |
| - Provisions | Calculate the following Provisions:  - Bonus;  - Leave Pay; and  - Long Service Awards. |  |  |  |  |  |
| - Related parties | Calculate the amounts owing by/owing to related parties and perform the related parties’ reconciliation. Calculate and disclose annual management salaries. |  |  |  |  |  |
| - Contingent Liabilities | Determine the Contingent Liabilities of Housing Guarantees and Labour Related Cases if any |  |  |  |  |  |
| - Commitments | Calculate LOGIS Commitments |  |  |  |  |  |
| - Prior period error | Disclosure of any identified prior period errors. |  |  |  |  |  |
| 2 | **Technical review of AFS before submission** | Review of the AFS before submission. |  |  |  |  |  |
| 3 | **Preparation of the detailed accounting working files that support the annual financial statements (including supporting documentation for journals).** | Preparation of the detailed accounting working files that support the annual financial statements (including supporting documentation for journals). |  |  |  |  |  |
| 6 | **Assist with the determining of completeness for revenue** | A detailed comparison between the odometer readings listed on the FNB report and the odometer readings provided by each municipality and department for every vehicle. Differences to be followed up. |  |  |  |  |  |
| 7 | **Assist with the determining of completeness for assets** | A detailed comparison between the assets listed on the progress report and the assets loaded onto ADM. Differences to be resolved. |  |  |  |  |  |
| 8 | **Assessment of possible irregular expenditure** | Assess acting allowances, overtime and other (if needed) to determine possible irregular expenditure. |  |  |  |  |  |
| 9 | **Preparation of lease schedules for user departments** | Calculate the operating lease commitment that user departments should disclose in their financial statements.  Determine lease periods that have come to an end and adjust lease schedule and tariffs accordingly.  Perform a review to ensure tariffs as per ADM agree to the approved tariffs. |  |  |  |  |  |
| 10 | **Contingent Liabilities** | Disclose the P51 Cases |  |  |  |  |  |
| 11 | **Accident Reserve** | Calculate amount to disclose |  |  |  |  |  |
| 12 | **Irregular and fruitless & wasteful expenditure** | Review payments made during the period, against the awards made during the current or prior financial years, and evaluate the compliance with SCM regulations. |  |  |  |  |  |
| 13 | **Financial reporting** | Prepare reports for the executive management and the audit committee in terms of the financial affairs of the entity. |  |  |  |  |  |
| 14 | **Prior year matters** | Assisting with addressing and resolving the prior year matters included in the audit report and management report |  |  |  |  |  |
| 15 | **Post audit action plan (PAAP)** | Preparing, updating and monitoring the implementation of the PAAP.  Reporting on the progress of the implementation of the PAAP. |  |  |  |  |  |
| 16 | **Review of policies** | Review and update the policies, to ensure that the control environment of the entity is functioning effectively. |  |  |  |  |  |
| 17 | **Information systems** | Assisting with negotiations, design and implementation for the migration to a new Workflow Management System  Designing and implementing internal controls for the new Workflow Management System.  Testing and evaluation of the systems on a continuous basis to ensure that the system is functioning effectively. |  |  |  |  |  |
| **18** | **Valuations of fleet assets** | Assist with the performance of valuations of the fleet assets. |  |  |  |  |  |
| **Grand Total – Year 2** | | |  |  |  |  |  |
| **Grand Total – Cumulative total for all Two (2) years** | | |  |  |  |  |  |

Company name.................................................................................................... Company Stamp

Company representative......................................................................................

Signature...............................................................................................................

Date ........../.........../............

1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise. [↑](#footnote-ref-1)
2. 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. [↑](#footnote-ref-2)