

KHÂI-MA MUNICIPALITY



TENDER NOTICE: KH33-25/26

COMPILATION OF GRAP COMPLIANT ASSET REGISTER FOR A PERIOD OF 36 MONTHS.

NAME OF SERVICE PROVIDER:

Address:.....

Tendered Amount total :.....

Closing Date:.....

MR. KGOMODIKAE P LESERWANE
Municipal Manager
Khâi-Mâ MUNICIPALITY
21 Nuwe Street
POFADDER, 8890
Tel:054-9330040/44

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1. TENDRERING PROCESS

1.1 TENDER NOTICE AND INVITATION

Tenders are hereby invited for the **PREPARATION OF GRAP COMPLAINT ASSET REGISTER** from the date of signing the service level agreement for a period of three (3) years, as detailed in the tender document.

Tender documents (with all required specifications) are available on the official website of the Municipality: www.khaima.gov.za and the following email addresses: procurement@khaima.gov.za; expense@khaima.gov.za; Cassiec@khaima.gov.za during business hours (08:00-16H30) as of **Friday, 15 May 2026**.

The tender sealed and clearly marked: **Tender KH33-25/26 – PREPARATION OF GRAP COMPLAINT ASSET REGISTER** - must be placed in the tender box at the Khâi-Mâ Municipal Offices, 21 Nuwe Street, Pofadder.

Tenders must **be received by no later than 18 June 2026 at 10:00**. A formal opening session will be held immediately after the closing time of the tender.

THE FOLLOWING CONDITIONS WILL APPLY:

- Price(s) tendered must be valid for at least **hundred and twenty days (120) days** from the tender closing date.
- Price(s) tendered must be firm and should be inclusive of VAT.
- This tender will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and the Khai-Ma local municipality SCM and preferential procurement policy, for this purpose the original MBD 4, MBD 6.1, MBD 8 & MBD 9 forms must be completed and submitted together with the tender document.
- All the relevant **supporting documentation regarding the specific goals should be submitted** with all other document, This Include submission of an original or originally certified BBE certificate/affidavit indicating level of HDI ownership and proof of address where the company is carrying its operations.
- The lowest or only tender will not necessarily be accepted.
- A valid tax compliance pin number on an official document of SARS in order for the municipality to verify tax compliance should be submitted.
- Potential service providers who were found guilty of fraud or corruption or who wilfully neglected reneged on or failed to comply with any government, municipal or other public sector contract during the past five years, will be excluded from this process.
- Potential service providers (or any of the directors) whose municipal rates and taxes or municipal services charges are in arrears for three months, at the municipality or any other municipality or entity, will be disqualified. **Please submit a municipal account (not older than 3 (three) months) as proof of account that is up to date, with your tender document or a valid lease agreement, where a company is operating from leased premises.**
- No late, faxed or e-mailed tenders will be accepted.

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

Failure to comply with these conditions may invalidate your offer.



MR. KGOMODIKAE LESERWANE
MUNICIPAL MANAGER

1.2 TENDER DATA

The primary objective of this bid is to support the municipality in enhancing its asset management processes. To achieve this, the municipality seeks to appoint a qualified service provider responsible for **compiling a reliable and credible GRAP-COMPLAINT ASSET REGISTER**. Furthermore, the appointed service provider will be expected to maintain this Asset register throughout the remaining duration of the contract, ensuring ongoing compliance and credibility.

Prospective Bidders must take note and ensure compliance to the following tender conditions, including all the conditions as stipulated above on the notice (Failure to submit any of the following will result in disqualification).

- Directors of the service provider must not be in service of the state.
- Service providers must not have been found guilty of fraud or corruption during the past 5 years.
- Service providers must not have willfully neglected, reneged on or failed to comply with any government contract during the past 5 years.
- Must be registered on the Central Supplier Database.
- The service provider's tax-related matters must be in order with SARS, to be noted, Khaima will not enter into any contract with service provider whose tax matters are not compliant, however 7 days will be provided to any successful bidder to correct their tax matters, if needed
- The service provider's (including directors) municipal bill must be up to date, or payment arrangements must be in place with the Local Municipality, otherwise an affidavit/lease agreement should be provided where the service provider and directors do not have a municipal bill.
- Provide company profile with traceable references from work performed with organ of state
- Submit recent financial statement of the bidder
- All the relevant supporting documentation regarding the specific goals should be submitted with all other document, This Include submission of an original or originally certified BBE certificate/affidavit indicating level of HDI ownership and proof of address where the company is carrying its operations

The closing time and date for submission of tenders are: 10H00 hours on 18 June 2026

Telephonic, telegraphic, telex, facsimile or e-mailed tenders will not be accepted

EVALUATION OF BIDS IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT 2000:

Bidders will be evaluated in 3 stages, namely

- **Stage 1** – Eligibility criteria
- **Stage 2** – Functionality, bidders will be regarded as non-responsive/not-acceptable if they fail to score a minimum of 70 points out of 100 for functionality.
- **Stage 3** – Responsive/acceptable tenders shall be evaluated further on the 80/20 preference points system. Were,
80 points will be strictly for price
10 Points – HDI
10 Points – Locality

Submission of Documents

The employer's address for delivery of tenders is:

Location of tender box: **KHÂI-MÂ MUNICIPALITY**

Physical address: **21 NUWE STREET, POFADDER, 8890**

Identification details: **TENDER NOTICE KH33-25/26: PREPARATION OF GRAP COMPLAINT ASSET REGISTER**

1.3 RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tender, some will form part of the subsequent contract, as they form the basis of the offer. For this reason, it is very important that service providers return all information requested.

LIST OF RETURNABLE DOCUMENTS RETURNABLE DOCUMENTS REQUIRED FOR TENDER PURPOSES (Included hereafter for completion)

- MBD 2: Tax clearance certificate requirements
- MBD 4: Declaration of interest
- MBD 6.1: Preference Points Claim Form – In terms of the Preferential Procurement Regulations 2022
- MBD 8: Declaration of Bidders past Supply Chain Management Practices
- MBD 9: Certificate of Independent Bid Determination

RETURNABLE SCHEDULES FOR TENDER EVALUATION PURPOSES (to be attached with submission)

- A – Original Tax Compliance Pin
- B - Document of directors/Members - Certified
- C - Schedule 1C: Municipal Bill (copy) (not older than 3 months) or a lease agreement
- D - Schedule 1D: B-BBEE certificate/Sworn Affidavit Indicating HDI level of Ownership
- E - Proof of CSD registration
- F - Company Profile – Traceable references
- G - Qualifications and experience of Key Personnel
- H - Methodology and Implementation
- I - Experience of the company
- J - Skills Transfer Methodology
- K - Recent Financial Statement

1.4 TENDER CONDITIONS AND INFORMATION

1. General and special conditions of contract

The general conditions of contract (GCC) as well as special conditions of contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2. Acceptance or Rejection of a tender

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept part of it. The municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points. The municipality reserves the right to waive any requirements as contained in the bid conditions and or specifications.

3. Validity Period

Bids shall remain valid for one hundred and twenty days (120) days after the tender closure date.

4. VAT

Price(s) quoted must be firm and must be inclusive of VAT.

5. Registration on central supplier database

It is expected of all prospective service providers who are not yet registered on the central supplier database to register without delay on the prescribed form. The municipality reserves the right not to award tenders to prospective suppliers who are not registered on the database.

6. Completion of Tender Documents

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Failure to do so will result in the disqualification of the tender.
- b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- c) The complete tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

7. Compulsory Documentation

7.1 Tax Compliance

- a) A copy of a Tax Compliance Status Pin printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin printed from the SARS website, with the bid documents.
- c) If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained

within a period as specified by the Municipality, the bid will be disqualified.

- d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

7.2 Municipal Rates, Taxes and Charges

- a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 month and must not be in arrears for more than 3 months at the tender closure date.
- b) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.
- c) For Joint Ventures (JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below.
- d) Conditions for Lease agreement;
 - i. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement.
 - ii. Lessor's Company name and must appear on the Lease Agreement
 - iii. The Lessee's Entity name must appear on the Lease Agreement

8. Compulsory statutory supporting documents

- a) Certified copies of Identity Documents of members / shareholders / directors of the company (original stamp not older than 3 months).
- b) Valid CIPC documents / copies of company registration documents.
- c) Declaration of interest forms duly completed (MBD documents).
- d) General conditions of contract must be properly signed.

9. Conditions

Comply with conditions as specified in the Bid documents and / or specification documents.

10. Tender Documents

- a) Specifications must be disclosed on the tender.
- b) Tender document must be properly signed.

11. Site / Information Meetings

- a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

12. Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated

13. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

14. Submission of Tender

- a) The completed Tender documents must be placed in the Tender Box, situated at the main reception area, address provided on the invitation.
- b) Faxed and late tenders will not be accepted.

15. Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

16. Contact with Municipality after Tender Closure Date

Bidders shall not contact the Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the attention of Municipality, it should do so in writing. Any effort by the firm to influence Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

17. Opening, Recording and Publications of Tenders Received

- a) Details of all bids received will be posted on the municipal website of Khai-ma Municipality
- b) Faxed and late tenders will not be accepted.

18. Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

19. Procurement Policy

Bids will be evaluation in terms of the 80 (price) /20 (Specific Goals) preferential point system. Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act,2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

20. Contract

The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

21. Subcontracting

- a) The service provider shall not subcontract the whole of the Contract.
- b) Except where otherwise provided by the service provider, the service provider shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- c) The contractual relationship between the service provider and any subcontractors selected by the service provider in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the service provider had appointed the subcontractor in terms of paragraph (b) above.
- d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the service provider from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the service provider, his agents or employees.

22. Language of Service Provider

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

23. Extension of Contract

The contract with the successful bidder may be extended on the basis of performance with a period not exceeding 15% of the original contract.

24. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

25. Past Practices

- a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.
- c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favor, hospitality or any other

benefit in any improper way, with this or any past tender.

26. Authorized Signatory

- a) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

27. Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

28. In the case of a Trust, Consortium or Joint venture the following will apply:

- i) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;
- ii) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;
- iii) All members of the Trust, Consortium or Joint venture must submit, with the bid documents:
 - a) A valid SARS tax compliance pin, individually;
 - b) an agreement that clearly provides clarity of Profit and liability sharing; and
 - c) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement.
- iv) For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

1 . 5 GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract	
1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 “GCC” means the General Conditions of Contract.</p> <p>1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components</p>

and
machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

	<p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection	<p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>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.</p>

<p>7. Performance security</p>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p style="padding-left: 40px;">(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p style="padding-left: 40px;">(b) an cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider 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.</p>
<p>8. Inspections, tests and analyses</p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p>
	<p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>

9. Packing	<p>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.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instruction ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental Services	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or commissioning of the supplied goods; b. furnishing of tools required for assembly and/or maintenance of the supplied goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, startup, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
14. Spare parts	<p>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:</p> <ol style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	<p>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</p>

	<p>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.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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.</p>
18. Contract amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>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.</p>

<p>21. Delays in the supplier's performance</p>	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, Provincial department or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<p>22. Penalties</p>	<p>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</p>
	<p>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.</p>

<p>23. Termination for default</p>	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ol style="list-style-type: none"> a. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; b. if the supplier fails to perform any other obligation(s) under the contract; or c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> i. the name and address of the supplier and / or person restricted by the purchaser; ii. the date of commencement of the restriction; iii. the period of restriction; and iv. the reasons for the restriction. <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
<p>24. Anti-Dumping and countervailing duties and rights</p>	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may</p>

	otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
26. Termination for insolvency	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the</p>
	supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of disputes	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ol style="list-style-type: none"> a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and b) the purchaser shall pay the provider any monies due the supplier.
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ol style="list-style-type: none"> a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	<p>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.</p>

30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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.</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIPP)	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.
34. Prohibition of restrictive practices	<p>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).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchase 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.</p> <p>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.</p>

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT I HAVE READ AND UNDERSTOOD THE GENERAL CONDITIONS OF CONTRACT.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

2. TERMS OF REFERENCE AND SCOPE OF WORK

Introduction

Khai-Ma Local municipality hereby intends to invite a suitably qualified service provider with a proven track record in the compilation of GRAP complaint fixed Asset Register within the municipal environment. The objective is to assist Khai-Ma to compile and manage a GRAP MsCOA compliant Asset Register for 3 years beginning 2025/26 – 2027/28 financial year.

It is essential that service providers are able to provide sufficient proof of experience on MsCOA environment, understanding of MsCOA is important.

Objectives and outcome of this project:

- Produce a credible complaint Asset Register
- Assist with AGSA finding for the prior years
- Provide the relevant notes to the financial statements
- Maintain the Asset Register and ensure no findings on the Asset, resulting in no audit paragraphs for assets
- Ensure skills are transferred to officials of the municipality

The successful bidder will be required to assist the municipality in addressing all asset-related audit findings raised for the 2024/25 and 2025/26 financial years, as well as any findings identified throughout the contract period once 2025/26 audit has been completed by the AGSA.

2.1 Scope of Work

The scope includes all assets recorded in the Asset Register, encompassing all categories of assets listed below, but not limited thereto.

- Water Infrastructure
- Sewer Infrastructure
- Roads and Roads Furniture
- Stormwater Infrastructure
- Solid Waste, including landfill sites
- Electricity Infrastructure
- Community assets
- Municipal Owned buildings
- Land and servitudes associated with above
- Investment property
- Unbundling of fixed assets projects
- Movable assets

The scope of work is defined in eight major sections:

- Panoramic Imagery (street view Imagery)
- Existing Assets
- Work in progress
- Newly completed Assets
- Software and database support
- Property register
- Audit support
- Skills Transfer

1. Panoramic Imagery (Street View Imagery)

Khai-Ma wishes to utilise the street view imagery as a base line for proof of existence of assets. The tenderer needs to utilise the street view imagery in the full verification exercise of the existing assets. This imagery should be made available in the current GIS software

There are five major deliverables in this section, namely:

- Full Asset Verification & Condition Assessment;
- Remaining Useful Life Adjustments;
- Impairments;
- Disposals; and
- Depreciation

2. Full Asset Verification & Condition Assessment

The tenderer needs to do a full asset verification in the first year of the contract where all visible assets should be visited and condition assessed and at least one photograph taken of each visited asset as proof of existence evidence and be populated in the GIS System.

Assets underground should be condition assessed, tenderer to develop their methodology on underground assets

Any assets found in the field that do not reflect in the Asset register must be brought into the Asset Register.

In the first year, all fixed assets must be fully verified, but the tenderer must indicate how and at what cost the verification of assets will be done in the second and third year.

Remaining Useful Life Adjustments

Condition assessments must be performed each year on all infrastructure assets with a useful life of less than 2 years and a new useful life be provided in conjunction with the custodian of the asset.

Impairments

The tenderer will identify any impairments of existing assets each year of the contract period and provide the municipality with a list of assets that should be considered for impairment, impairment to be done in line with relevant standard and the developed methodology

Disposals

The tenderer will identify disposals of existing assets each year of the contract period and provide the municipality with a list of assets that should be disposed of, as well as the reason for the disposal.

Depreciation

Depreciation to be prepared yearly and provided to the municipality

3. Work in Progress (WIP) Assets

The tenderer must identify all projects to be disclosed as work-in-progress at 30 June of each financial year of the contract. All work-in-progress assets indicated should be supported with relevant documentation, municipality to assist.

4. Newly Completed Assets

Completed projects to be unbundled each year of the contract duration. The tenderer will be provided with completed projects on yearly base for unbundling as at 30 June of each financial year of the contract. The tenderer will be required to provide Municipality with the information populated in the GIS system. Information on GIS should at minimum include the following:

- GIS link (spatial link) & feature
- Completed Project linked to the componentised asset
- Technical attributes of componentised asset (from as-builts, BOQ's and field verification)
- GRAP classification & hierarchy of the componentised asset
- Description of the componentised asset
- Cost of componentised asset
- Estimated Useful life of componentised asset
- Location of componentised asset
- Field verification and photographic evidence of unbundled immovable assets (linked to asset)
- Completion date of componentised asset
- Condition assessment of componentised asset

Each project/asset must reconcile as per the capital expenditure on the relevant mSCOA string provided by the municipality. Payment certificates must be analysed to split projects into their respective asset classes.

A hardcopy file must be compiled for each completed Capital project for fixed assets consisting of the following documents:

- Progress report Form – Signed by the relevant Project Manager from the Municipality indicating the Completion Date of the Project and confirming that the project is completed and all Invoices/Payment Certificates have been paid;
- Completion Certificate submitted by Consultants for the Each project/asset must reconcile as per the capital expenditure on the relevant mSCOA string provided by the municipality.
- Payment certificates must be analysed to split projects into their respective asset classes.
- Financial Reconciliation sheet between expenditure on the Financial System and the Bill of Quantities;
- Unbundling Sheet, showing componentisation of Assets;
- Costing, EUL and unique identifier from GIS for each Asset which was unbundled;
- Tender document of successful bidder as well as Tender Committee resolution for appointing Contractor and Consultant; and
- As-built plans.

All documents specified above will be provided by the municipality upon request. Tenderer must be available to the municipality throughout the duration of the unbundling process and the completion of the Asset Register. These files will be used for auditing purposes by the Auditor General.

5. Software and Database Support

The tenderer must provide support to the municipality personnel in the form of expertise with project unbundling during the year, database maintenance, daily support with the utilisation of the GIS system, the software and database and spatial data integration.

6. Property Register

In this section, there are 3 main areas to concentrate on, namely:

- Property, Plant & Equipment (PPE) Properties;
- Investment Properties; and
- Properties for sale or RDP properties

The tenderer must revisit the classification of the properties and have the municipality sign off on the proposed classification each year. The PPE must be reflected in the ASSET REGISTER whereas the Investment Properties can be reflected in an Investment Register.

7. Audit Support

The tenderer will be required to provide support to the municipality during the audit, support varies from attending to request of AGSA, reconciliations through the audit, assisting with assets verification and responding to findings raised by AGSA

8. Skills Transfer

The tenderer must ensure that the needed skills are transferred to the personnel of the municipality during this 3-year contract. The municipality personnel must be utilised during the entire project. Proof of this must be presented to the CFO and must be filed in the audit file for presentation to the AG. There should also be specific training sessions to ensure a full understanding of the processes.

It needs to be noted that the Asset Register will not be managed in a spreadsheet. The Asset register should be fully automated (system based) and should provide the following outputs:

- Comply with the requirements regarding asset management as stipulated in the MFMA;
- Comply with the prevailing GRAP Reporting Framework; and
- Have the capacity to comply with the Municipal Standard Chart of Accounts (mSCOA) requirements

➤ Reporting & Querying:

Financial reporting:

- Asset Summary reports: Extent, Value (Including elements such as cost, accumulated depreciation and impairment, carrying value), Remaining Useful Life, Condition, etc;
- Financial summaries;
- Components, effective useful lives;
- Work in progress on capital projects -WIP Register;

Technical reporting (Water Supply, Sanitation, Roads, Storm water, Electricity, Solid Waste, Buildings & Property):

- Full technical layout of infrastructure;
- Technical attributes of assets;
- Blue and Green Drop AR extracts; and
- Asset summary reports, e.g. Pump stations, Switch Stations, Treatment Works, etc.

➤ **ASSET REGISTER & Accounting**

Recording asset changes through asset Input forms- (movement of Assets);

Recording and logging of asset information on:

- Description, Unique identifier, Document reference numbers, Ownership, Age, Condition Assessments, Valuation, Annual Depreciation, Impairments, Reversal of Impairments, Recognitions, De-recognitions and reason/manner, Restrictions on disposal (e.g. basic service), Changes made to the Asset register (audit trail) and Data accuracy.

Record Work-in-Progress (WIP) projects: Attachment of invoices;

- Available / remaining budget amounts; and
- Unbundling according to the asset hierarchy and components
- Project Control Recording, logging and controlling of all expenditure

Project Control Recording, logging and controlling of all expenditure

- on Infrastructure capital projects;
- Logging and reporting physical and financial progress; and
- Unbundling completed projects in accordance with the asset policy.

9. Location of Works

The service provider will carry out the work on all municipal assets within the Municipal Jurisdiction.

10. Information that will be provided by the municipality

Details of existing Asset register upon request to assist service provider with the proposal (note should be taken that these documents are to assist prospective service providers with their proposal and should be used for this purpose only).

11. Key Performance Indicators

The following Key Performance Indicators will be used to assess the performance of the Service Provider during the execution of the project:

- Bi-monthly progress reports containing the progress on the project
- Completed Asset Movement Forms
- Milestones achieve per project plan.

2.2 SERVICE PROVIDER DELIVERABLES

1. Project Management (Key Resource – Project Manager)

- Assist municipality to setup a project steering committee
- Inception Meeting (Present and Agree on Project Charter, Scope, Communication Plan and Project Plan)
- Conduct bi-monthly project steering committee meetings, submit bi-monthly progress reports
- Conduct Technical Department meetings monthly, manage asset movement forms on site
- Submit annual closure report

2. Assessment Report on Existing Asset Register (Key Resources – Project Manager, GIS Data Manager, Accountant)

- List GRAP compliancy shortcomings in Asset Register.
- Gather and analyse available support documentation of previous years' audits
- List audit findings related to assets and actions to be followed to address findings
- Asset Register Financial Hierarchy
 - Define asset classification and component level
 - Sign off by municipality

3. Mobile Mapping (Key Resource – Project Manager)

Conduct a 3D survey of the road reserves and municipal infrastructure sites

Supply 360 degree photographs every 4 meters of line of travel in native format to be imported into Planet GIS

4. Capital Projects (Key Resources – Project Manager, Professional Engineer, Accountant, GIS Data Manager) based on expected completed projects per year and WIP projects per year

All WIP Projects

- Gather all source documentation
- Plot projects in Planet GIS
- Reconcile with General ledger in Financial System and source documentation
- Update WIP Register with expenditure for the prior and the current year

Projects completed & Donated Projects in current year

- Gather all source documents
- Reconcile with General Ledger in Financial System and source documentation (BoQ) in Excel Work Paper
- Capturing As-built in Planet GIS
- Field survey and geo-tag componentized items to confirm existence (performed with an electronic Data Logger lively synchronised with the Office System)
- Componentize (Unbundle) based on source documentation and final bill of quantities in Excel Work Paper
- Update WIP Register with projects cost per year

4. Property Register (Key Resources – Project Manager, Accountant, GIS Data Manager)

- Gather all source documentation relevant to the Property Portfolio
- Update deeds data of municipal owned properties as at 30 June
- Revaluation of Investment Properties
- Identify transfers in the past year and current year
- Identify additions in the past year and current year

5. Financial calculation and reconciliation (Key Resources – Project Manager, Professional Engineer, Accountant)

- Perform Current Replacement Cost (CRC) calculation of assets not previously found
- Perform Depreciated Replacement Cost (DRC) calcs of assets not previously found
- Manage & Control Existing Fixed Asset Movement Forms
- Incorporate Landfill & Quarries Report supplied by Municipality
- Perform depreciation calculation of assets
- Perform remaining useful life adjustments for identified assets (documentation of assumptions and factors)
- Perform impairment adjustments for identified assets (documentation of assumptions and factors)
- Prepare Disposal list for approval by Council

6. Audit support (Key Resources – Project Manager, Accountant, Professional Engineer, GIS Data Manager, Field Data Collector)

- Prepare methodology documentation and present to Auditor General
- Prepare audit file, present to CFO and sign-off by CFO
- Assist with register to floor exercise of Auditor General (in field, supply transport)
- Assist with floor to register exercise of Auditor General (in field, supply transport)
- Propose adjustment to the assets management policy where required

7. On Site Training for Municipal Officials (Key Resources – Project Manager)

- General knowledge of asset management (including ground level personnel)
- GIS-based asset management system
- Report Extraction from the system on all customised modules

8. Project Costing

The tenderer must prepare the costing sheet in line with the above scope of work and determine the cost for each year in the 3-year contract duration.

3. Functionality Criteria

COMPILATION OF GRAP COMPLAINT ASSET REGISTER FROM THE DATE OF SIGNING THE SERVICE LEVEL AGREEMENT FOR A PERIOD OF THREE (3) YEARS

The financial division of the Khâi-Mâ municipality requires the services of a suitable, experienced service provider for the **compilation of Grap compliant Asset Register from the date of signing the service level agreement for a period of three (3) years**

APPLICABLE STANDARDS

The Service Provider shall take cognizance of, and adhere to, all applicable National and International Standards in the execution of his work.

EVALUATION

Tenders will be pre-evaluated in terms of the under mentioned. Bidders that do not score the minimum of 70 points or more for the functionality criteria will be deemed not responsive and only those bidders who score more than 70 out of 100 points will be evaluated further on the **80/20 preference points system**.

Functionality will be scored as follows:

Criteria	Maximum Points Claimable
<p>1. <u>Company Experience:</u></p> <p>Compilation of Grap compliant Fixed Asset Register (40 Points)</p> <ul style="list-style-type: none"> · 1-2 projects completed: 20 points · 3-4 projects completed: 30 points · 5+ projects completed: 40 points <p>Signed contactable reference letters for projects completed</p>	40
<p>2. <u>Experience & qualifications of the project team</u></p> <p>Project Manager</p> <p>CA(SA) FAR compilation experience (10 points)</p> <ul style="list-style-type: none"> • o 1-4 years: 5 points • o 5+ years : 10 points 	10
<p>Accountant FAR experience (5 points).</p> <ul style="list-style-type: none"> • 1-2 years: 1 points • 3-4 years: 2 points • 5 years+: 5 points 	5
<p>Professional Engineer (ECSA registered) with FAR compilation experience (10 Points).</p> <ul style="list-style-type: none"> • 1-5 years: 5 points • 5+ years: 10 points 	10
<p>Professional property valuer registered with the South African Council for the Property Valuers Profession – SACPVP (5 points)</p> <ul style="list-style-type: none"> • 1-2 years: 1 points • 3-4 years: 2 points • 5 years+: 5 points 	5
<p>Asset Management Specialist registered with the Southern African Asset Management Association (CSAM) (5 points)</p> <ul style="list-style-type: none"> • 1-2 years: 2 points • 3-4 years: 5 points 	5
<p>1. <u>Methodology and implementation:</u></p> <p>Detailed Methodology clearly describing the approach to be followed in relation to the scope of work (10 points)</p> <ul style="list-style-type: none"> • Less articulative methodology: 0 points • Good Detailed articulative methodology: 10 points 	10
<p>Project implementation plan with timeframes for each activity and milestone (10 points)</p> <ul style="list-style-type: none"> • Insufficient details on the programme : 0 points • Good: Sufficient details and milestones: 10 points 	10
<p>Submit a plan on how skills transfer will be conducted: plan should outline how the skills are to be rolled out, with clear timelines and expected outcomes (5 Points)</p> <ul style="list-style-type: none"> • Logical and clear skills transfer plan (5) • Moderate skills transfer plan (3) • Poor skills transfer plan (0) 	5

Bidders who score less than 70 points on functionality will not be considered further for evaluation.

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE **PREPARATION OF GRAP COMPLAINT ASSET REGISTER**

BID NUMBER: **KH33-/2526** CLOSING DATE: **18 June 2026 at 10:00.**

DESCRIPTION: PREPARATION OF GAP COMPLAINT ASSET REGISTER

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

DEPOSITED IN THE BID BOX SITUATED AT: MUNICIPAL OFFICES POFADDER

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED)

~~THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT~~

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

MBD 2

MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder.....
2. Trade name:.....

3	Identification number:																		
4	Company / Close Corporation registration number:																		
5	Income tax reference number:																		
6	VAT registration number (if applicable):																		
7	PAYE employer's registration number (if applicable):																		

Signature of contact person requiring Tax Clearance Certificate:.....

Name:.....

Telephone number: Code:.....Number:.....

Address:.....

DATE: 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder, member):

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

2.5 Tax Reference Number:

2.6

2.7 VAT Registration Number:

2.7.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means -

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.7.3 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.7.4 If so, furnish particulars:

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

2.7.5 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder,
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value from R2000 up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

(Service providers who fail to submit proof for specific goals will not receive points for specific goals as indicated below)

Specific Goal 1: Locality

Local area of supplier	Number of Points for Preference	
	80/20	90/10
Within the boundaries of the Khai-Ma Local Municipality	10	5
Within the boundaries of Namakwa District Municipality	6	3
Within the boundaries of the Northern Cape	4	2
Outside of the boundaries of the Northern Cape	0	0

Proof of Evidence to submit to claim preference points for locality:

- Where the service provider is the owner of the property or the business: A Municipal account registered in the name of the provider not older than 3 months must be submitted.
- Where the service provider is not the owner of the property of the business, a valid lease Agreement signed by both parties must be submitted.
- Where 1 and 2 is not applicable for service providers to be eligible for locality points, submit an affidavit stating the following
 - 1.** The current address and reason why the provider do not possess the above.
- Please note a service provider who fail to submit these documents will not claim points for locality.

Specific Goal 2: HDI- Unfairly discriminated by race

HDI –Unfairly discriminated by race	Achievement level	Total number of points that may be claimed [80/20] Tenderer should marked in the appropriate column	Total number of number that may be [90/10] Tenderer should marked in appropriate column
	100% Black Owned	10	5
	75%-99% Owned	8	4
	60%-74% Owned	6	3
	51%-59% Owned	3	2
	0%-50% Owned	0	0

Proof of Evidence to submit to claim HDI preference points:

- CSD Report,
- A sworn affidavit indicating the level of HDI ownership on the enterprise
- BBB-EE certificate

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:.....

DATE:.....

ADDRESS:.....

.....

.....

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. The Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)² . Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Chain Regulation 38 (1) prescribes that a Supply Chain Management Policy must provide measures for the combating of abuse of the supply chain management system and must enable the Accounting Officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abuse the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the executive of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate Of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(b) methods, factors or formulas used to calculate prices;

(c) the intention or decision to submit or not to submit, a bid;

(d) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

.....
Signature

.....
Date

.....
Position

Bidders are requested to Attach all the returnable documents from this page onwards – in a format prescribed below

**RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES
(to be attached)**

- A - Tax Compliance Pin
- B - Document of directors/Members - Certified
- C - Schedule 1C: Municipal Bill (copy) (not older than 3 months) or a lease agreement
- D - Schedule 1D: B-BBEE certificate/Sworn Affidavit Indicating HDI level of Ownership
- E - Proof of CSD registration
- F - Company Profile – Traceable references
- G - Qualifications and experience of Key Personnel
- H - Methodology and Implementation
- I - Experience of the company
- K – Recent Financial Statements

Attach document to this page

Attach document to this page

C - Schedule 1C: Municipal Bill (copy) (not older than 3 months) or a lease agreement

Attach document to this page

Attach document to this page

Attach document to this page

Attach document to this page

Attach document to this page

Attach document to this page

Attach document to this page

3.1: PRICING INSTRUCTIONS

All prices must be inclusive of VAT (if VAT registered) and **must include all costs to render/deliver all goods / services indicated in this Terms of Reference.**

THE FINAL TENDERED AMOUNT INCLUSIVE OF VAT (IF VAT REGISTERED) MUST BE TRANSFERRED TO **COVER PAGE AND MBD 3.3.**

A QUOTATION IN THE TENDERING ENTITY LETTERHEAD MUST BE ATTACHED TO THIS PAGE

