



TDR29/2023/2024

APPOINTMENT OF IT ICT INTERNAL AUDIT SERVICE PROVIDER

| | |
|---|----------------------------|
| CLOSING DATE: 6 OCTOBER 2023 | CLOSING TIME: 12:00 |
| NAME OF BIDDER* | |
| ADDRESS* | |
| | |
| | |
| | |
| TELEPHONE NUMBER* | |
| CELLPHONE NUMBER* | |
| E-MAIL ADDRESS* | |
| CENTRAL SUPPLIER DATABASE REGISTRATION NR* | |
| B-BBEE LEVEL OF CONTRIBUTION* | |
| LOCALITY (Municipal Area/Province where Business is Located) * | |
| CIDB REGISTRATION NR* (if applicable) | |
| TENDER AMOUNT (VAT included) * | See pages 44-49 |

(* - TO BE COMPLETED BY BIDDER)

Prepared by:
Mossel Bay Municipality
PO Box 25
Mossel Bay
6500

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SECTION 1.1: INVITATION TO TENDER

CLOSING TIME: 12:00

CLOSING DATE: 6 OCTOBER 2023

TDR29/2023/2024: APPOINTMENT OF IT ICT INTERNAL AUDIT SERVICE PROVIDER

Tenders are hereby invited from suitably qualified institutions to provide an **ICT INTERNAL AUDIT SERVICE** specific to the ICT environment for a period of three (3) years from the period of 1 January 2024 to 31 December 2026. The tender is subject to the following of the prescribed Section 33 process in terms of the MFMA to obtain a Council Resolution to enter into the long-term agreement.

A set of fully completed tender documents must be submitted on the original documents and remain valid for one hundred and twenty (120) days after the closing date of the tender. Enquiries pertaining to the specifications can be addressed to Ms Mirna Koen at telephone (044) 606- 5135 or mkoen@mosselbay.gov.za. Enquiries pertaining to the completion of the documents can be addressed to Ms Nicole Saunders who may be contacted at telephone (044) 606-5194 or e-mail at nsaunders@mosselbay.gov.za.

A compulsory online briefing meeting will take place at 11h00 on Wednesday, 13 September 2023 via Microsoft Teams.

AT LEAST ONE OF THE PARTNERS OF A JOINT VENTURE MUST ATTEND THIS COMPULSORY ONLINE BRIEFING MEETING.

BIDDERS WHO DID NOT ATTEND THE COMPULSORY ONLINE BRIEFING MEETING AND SUBMIT A BID, WILL BE SEEN AS SUBMITTING A NON-RESPONSIVE BID.

Please note: The Municipality prefer that Senior Company Staff members or Contract Managers attend the compulsory site meeting as the Scope of Works, the Design and the Tender Specifications will be discussed in detail along with the Execution phase expectations and possible amendments. It remains the Bidder's responsibility to familiarise themselves with and fully understand the tender specifications to be able to submit a responsive tender.

Prospective bidders that log into the meeting 15 minutes or more after the advertised time the meeting started will not be allowed to attend the meeting. If a prospective bidder is delayed/have connection problems, he/she must inform the contact person before the meeting commence and he/she will only be allowed to attend the meeting if the chairperson of the meeting, as well as all the other bidders attending the meeting, give permission to do so.

Bidders who want to attend the online briefing meeting via Microsoft Teams must send their details (Company Name, e-mail address and cell phone number, contact person) to nsaunders@mosselbay.gov.za before 10h00 on the day of the briefing meeting. Only bidders who send their details to attend the meeting, will receive an invite to attend the meeting.

A set of tender documents can be obtained at a non-refundable cost of R264.00 per set from Ms Nicole Saunders who may be contacted at telephone (044) 606-5194 or e-mail at nsaunders@mosselbay.gov.za **OR** it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the tender document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from esnyders@mosselbay.gov.za)**, prior to collecting and proof of payment must be provided when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12h00 on Friday, 6 October 2023** or be posted to

reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

The tender is subject to functionality criteria.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than 60 out of 80 points will be considered as non-responsive:

Functionality criteria and weight:

1. Company or JV experience carrying a weight of 20 points.
2. Relevant references carrying a weight of 15 points.
3. Project Team experience carrying a weight of 20 points.
4. Project Team Qualifications carrying a weight of maximum 25 points.

Responsive bids will be evaluated on the 80/20 or 90/10 Preference Points System. A maximum of 20 points (80/20 preference point system) or 10 points (90/10 preference point system) will be allocated for specific goals. 50% of the 20/10 points will be allocated in terms of a bidder's B-BBEE scorecard and other 50% of the 20/10 points will be for a bidder's locality.

The tender box will be emptied just after 12h00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

It is expected of all Bidders 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 Bidders who are not registered on the Database.

MR C PUREN
MUNICIPAL MANAGER

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) available on the National Treasury website <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/> will be applicable to this formal written quotation as well as Special Conditions of Contract (SCC) (if applicable) forming part of this set of quotation documents in addition to the conditions and information. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Quote

The Municipality reserves the right to withdraw any invitation to quote and/or to re-advertise or to reject any quote or to accept a part of it. The Municipality does not bind itself to accepting the lowest quote or the quote scoring the highest points.

1.2.3 Validity Period

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

1.2.4 Cost of Bid Documents

A set of tender documents can be obtained at a non-refundable cost of R264.00 per set from Ms. Nicole Saunders who may be contacted at telephone (044) 606-5194 or e-mail at nsaunders@mosselbay.gov.za **OR** it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the bid document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from esnyders@mosselbay.gov.za**), prior to collecting and proof of payment must be provided when collecting the bid document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

1.2.5 Registration on the 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 this Database.

1.2.6 Completion of Bid Documents

- (a) The original bid document must be fully completed and originally signed in black ink and signed by the authorised signatory to validate the quote. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the quote.
- (b) Bid documents may not be retyped. Retyped documents will result in the disqualification of the quotation.
- (c) The complete original bid document must be returned. Missing pages will result in the disqualification of the quotation.

- (d) No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the quotation automatically. Any ambiguity has to be cleared with contact person for the quotation before the quotation closure.
- (e) The bid document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted bid document by a bidder and the bid quotation document provided by the Municipality.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

- (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.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

1.2.8.2 Municipal Rates, Taxes and Charges

- (a) A copy of the bidder's and those of its director's/members municipal accounts (for the Municipality where the bidder and its director's/members pay their account) for the month preceding the quotation closure date must accompany the bid documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful. The arrangement for settlement for the outstanding amount (which were done before the closing date of the bid), must also be submitted with the bid document.
- (c) If a bidder and its director's/members rent their premises, the current lease agreement must be submitted with the bid document, which indicates that the rental includes their municipal rates and taxes. If the lease agreement

indicates that the bidder or its director's/members are responsible to pay the municipal rates and taxes, the Municipal Account of the address indicated must also be submitted.

- (d) If a bidder and its director's/members, do not own any property, they must submit the following:
 - (i) Affidavit from the bidder and its director's/members, that they do not own any property;
 - (ii) Affidavit from the owner of the property where business is situated/director's/members reside, that the bidder and its director's/members are not liable for the municipal rates and taxes.
- (e) If a bidder and its director's/members, lives outside of South Africa, an affidavit must be submitted.
- (f) If a bidder or its director's/members, lives outside of South Africa, an affidavit must be submitted by the Company.

1.2.9 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- (c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) If a bidder is a sole proprietor, no such documentation is required, provided that the document was completed and signed by the owner.

1.2.10 Site / Information Meetings

- (a) Site or information meetings, if specified (in the advert), are **compulsory**. Bids will not be accepted from bidders who have not attended the compulsory site or information or online briefing meetings. Bidders that arrive or log in 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed/have connection problems, he/she must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- (b) All bidders, including **ALL THE PARTNERS OF A JOINT VENTURE** must attend the compulsory site or information or online briefing meeting.

1.2.11 Samples

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

1.2.12 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. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

1.2.13 Submission of Tender

- (a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay Municipality by not later than 12h00 on Friday, 6 October 2023.**

OR

- (b) be posted to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time.
- (c) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Mossel Bay 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 notice of the Mossel Bay Municipality, it should do so in writing to the Mossel Bay Municipality. Any effort by the firm to influence the Mossel Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.16 Opening, Recording and Publications of Tenders Received

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative offers will be read out aloud.
- (b) Details of tenders received in time will be recorded in a register which is open to public inspection.

1.2.17 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 bid documents.

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2007 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management and the current Municipal Preferential Procurement Policy.

1.2.19 Contract

The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed bid document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor 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 Contractor and any subcontractors selected by the Contractor 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 Contractor 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 Contractor 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 Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
 - (i) the provision of labour, or
 - (ii) the purchase of materials which are in accordance with the Contract, or
 - (iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available. This must be compliant to section 59 within the Municipal Supply Chain Management Policy.

1.2.23 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions

1.2.24 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.

1.2.25 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 councillor 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, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 DOCUMENTATION REQUIRED TO CLAIM POINTS FOR SPECIFIC GOALS

1.2.26.1 Proof of B-BBEE Status Level of Contributor:

- (a) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (b) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act, as indicated below:

- If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

- If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-

BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

- **If the certificate was issued by registered auditors approved by IRBA**

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

1.2.26.2 Proof of Locality in a Specific Province, Region and Municipal Area

- (a) Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality).
- (b) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.
- (c) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

| No | Requirement | Points for enterprises within Mossel Bay municipal area | Points for enterprises within Garden Route District region | Points for enterprises within the Western Cape Province and other Provinces |
|----|--|---|--|---|
| 1 | Procurement under the 80/20 preference points system where the supplier or service provider is located in: | 10 | 5 | 3 |
| 2 | Procurement under the 90/10 preference points system where the supplier or service provider is located in: | 5 | 3 | 2 |

- (d) Bidders must submit one of the following in order to receive points for the abovementioned criterion.

- (i) The business premises Municipal Account of address as indicated in bid document;
- (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit of the owner stating occupancy.
- (iii) The premises of the bidder as indicated in the MBD6.1 of the bid document as the business address should be established prior to the advertisement date.

1.2.28 Letter of Good Standing from the Commissioner of Compensation

- (a) A valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents.
- (c) If a bid is not supported by a valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) If a bid is accompanied by proof of application for valid AND relevant Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- (e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid AND relevant certificate must be submitted within an agreed upon time.
- (f) The right is reserved to not award a tender if a valid AND relevant Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

1.2.29 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. These negotiations can be done prior or after the final award.

1.2.30 Joint Ventures

The Joint venture agreement must be submitted as part of the bid documents;

- (a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
- (b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
- (c) Joint venture will only qualify for points for Locality as a legal entity, provided that the entity submits the address of the Lead Partner as per the Joint Venture agreement.
- (d) If the joint venture division is 50/50 the points will be allocated according to the closest address.
- (e) All members of the Joint venture must submit, with the bid documents:
 - a valid SARS tax pin, individually;
 - an agreement that clearly provides clarity of Profit and liability sharing; and

- a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed on pages 97-99.

(f) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

1.2.30 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Ms Mirna Koen at telephone (044) 606- 5135 or mkoen@mosselbay.gov.za.

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1.3 GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent Rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser

may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 2.1: SPECIAL CONDITIONS OF CONTRACT

1. PROPOSAL REQUEST

Mossel Bay Municipality hereby invites written proposals from suitably qualified institutions to provide an **ICT INTERNAL AUDIT SERVICE** specific to the ICT environment for a period of three (3) years from the period of 1 January 2024 to 31 December 2026. The objectives of ICT internal auditing are to assist the Accounting Officer in the effective discharge of his/her duties and responsibilities. To this end, the functions are a management tool that furnishes the Accounting Officer with analyses appraisals, recommendations and information concerning the activities reviewed. The above internal audit service does not include forensic investigations and internal audit on performance and financial controls.

1.1 FUNCTIONAL PROPOSAL

In preparing for the functional proposal of the document, bidders must examine the bid documents in detail. Material deficiencies in providing the information requested may result in the classification of a proposal as non-responsive. The bidders must consider the functionality criteria **in Section 2** carefully and ensure that the functional proposal of the document provides enough supporting information in order to assess the bid.

- (a) Tenders will be evaluated on the functionality criteria as set out in Section 2. Bidders that score less than **65 out of 85 points** for these criterions will be regarded as non-responsive and will not be evaluated on price, B-BBEE and Locality. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted. If information is not submitted referenced for as an attachment, no points will be awarded.
- (c) No information or documentary proof will be requested after closure of the tender, relating to tender functionality.
- (d) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

| | | |
|--|---|---------------------|
| 2.1 Company (or JV) Experience | - | Maximum points = 20 |
| 2.2 Reference related to the Experience of the Company (or JV) | - | Maximum points = 15 |
| 2.3 Project Team Experience | - | Maximum points = 20 |
| 2.4 Project Team Qualification | - | Maximum points = 30 |

1.2 PRICING PROPOSAL

Pricing Instructions mean the criteria as set out below in Section 3, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

In preparing the pricing proposals bidders must use the pricing proposal **in Section 3, listed as Annexure MBM-E1 and MBM-E2** as prescribed in the document, the pricing proposal must be completed in detail, if not completed it will result in the rejection of a proposal as non-responsive. It is important to note that the **rates quoted** will be used as the basis of appointment. The estimated hours and number of visits will be negotiated with the successful bidder on each instruction.

2. ADDITIONAL CONDITIONS

All prices and details must be legible to ensure the bid will be considered for adjudication.

No advance payments will be made for any reason whatsoever. Accounts shall be based on hours completed to invoice date and must be structured in such a manner that it is easy to reconcile. Invoices billed should be billed according to the approved Internal Audit plan for the year. Should a special request be allocated to the service provider through instruction by the Municipal Manager, the service provider will have to supply the Municipality a quotation, based on the rates of the approved tender, where after the Municipality will issue the Service Provider with a purchase order. All invoices billed should contain a purchase order and the type of audit completed. **Invoices that does not contain a purchase order or the type of audit will not be paid. All fees or remuneration is inclusive of Value Added Tax.**

The Successful Tenderer should take into account that all **working papers remain the property of Mossel Bay Municipality** and should be **submitted** to the Municipality **after the completion of audit project**.

3. OBJECTIVES

The objective of the internal audit review is to obtain reasonable assurance regarding the adequacy and effectiveness of the system of internal control relating to Information & Communication Technology (ICT).

- 3.1 The internal Audit Activity is an independent appraisal function established within the Mossel Bay Municipality to examine and evaluate the economy, effectiveness and efficiency of its activities as a service to management and the Council.
- 3.2 According to the Municipal Finance Management Act (Act No 56 of 2003) Chapter 14 Section 165, each Municipality must have an internal audit unit.
- 3.3 To have access to different specialized expertise it was decided to outsource the internal audit function to an audit service provider.
- 3.4 The service provider will assist the Municipality to accomplish the internal audit service objectives, and to assist in complying with the MFMA.
- 3.5 The audit activity will report directly to the Accounting Officer and the Audit Committee (or his nominee).

4. SCOPE OF WORK

The Successful Tenderer should have Internal Audit experience specific to the ICT environment and is required to provide internal audit services that are independent, objective assurance and consulting activity to add value and improve Mossel Bay Municipality's operations. The functions must be independent of activities that are audited, with no limitations on its access to information.

The firm should include the use of analytic software for computer-assisted audit techniques in their engagement methodology to ensure that they are able to analyse large volumes of data to identify anomalies. e.g. CaseWare, BarnOwl, IDEA, ACL, etc.

The audit scope as described in the internal audit (ICT) coverage plan would be based on the updated ICT risk register, which is revised annually and may include the following activities / sub-processes, but not limited to the following:

- a) Update of the current ICT risk register

- b) ICT Governance
- c) Security Management
- d) User / Account Access Control
- e) Data Centre Management
- f) Facilities and Environmental Controls
- g) ICT Service Continuity
- h) Ad-hoc requests relating to the ICT environment

5. KEY DELIVERABLES

The following key deliverables are set for the internal audit service and will be used for the evaluation of the performance of the successful bidder during the term of the tender:

5.1 ANNUAL RISK ASSESSMENTS OF THE ICT/ IT ENVIRONMENT

Partaking in the risk review workshops conducted annually, in January. The risk review workshops are organised by the Risk and Institutional performance management officer.

5.2 THREE (3) YEAR STRATEGIC INTERNAL AUDIT PLAN FOR THE ICT/ IT ENVIRONMENT

- 5.2.1 Compilation and submission of a three (3) year strategic internal audit plan based on the first risk assessment as per 5.1 as well as issues highlighted by the audit committee and senior management, in consultation with and for approval by the audit committee.
- 5.2.2 The 3-year draft strategic internal audit plan must be submitted by no later than February 2024 in order for the audit committee to approve it at the first quarterly meeting taking place
- 5.2.3 The 3-year draft strategic and operational internal audit plan must be broken down in three (3) financial years (January to December), taking into account the price escalations as per the pricing schedule/ pricing proposal
- 5.2.4 The strategic internal audit plan must include all areas that the service provider plan to audit each year and the staff components to be used in the specific audit areas, as well as the budgeted hours and Rand values of each audit area (inclusive of VAT).
- 5.2.5 The service provider must review and amend this strategic internal audit plan in year two (2) and in year three (3) before the end of February in order for the Audit committee to approve the strategic internal audit plan at the first quarterly meeting taking place.

5.3 ONE (1) YEAR OPERATIONAL INTERNAL AUDIT PLAN FOR THE ICT/ IT ENVIRONMENT

- 5.3.1 Annual compilation and submission of a one (1) year operational internal audit plan for the period January to December based on the risk assessments done as per 5.1, in consultation with and for approval by the audit committee.

5.3.2 A new operational internal audit plan, subject to the current audit year, must be submitted annually by no later than February each year for the audit committees' approval.

5.3.3 The one (1) year operational internal audit plan must include all the areas that the service provider plan to audit the current year and the staff components to be used in the specific audit areas, as well as the budgeted hours and Rand values of each audit area (inclusive of VAT).

5.3.4 The service provider must adherence to timeframes as set out in the approved operational internal audit plan unless different timeframes were discussed with management and approved by the Audit Committee

5.4 RESPONSIBILITIES TOWARDS COMMITTEE'S

5.4.1 Compulsory attendance of the quarterly Audit Committee meetings and drafting of items for the internal audit committee agenda. Specifically, a quarterly internal audit findings report must be tabled to the Audit Committee on risk-based audits completed. Risk-based audit reports included in the quarterly report to the audit committee should only be the final reports that has already been issued to management and what off the working papers were issued to the Accounting officer or his/ her delegated authority.

5.4.2 Compulsory attendance of the quarterly Fraud and Risk committee meeting set by the Municipality.

5.4.3 The Internal Audit service provider will be assessed by the quality of work performed by the Audit Committee members on an annual basis.

5.5 RISK-BASED AUDITS

5.5.1 Before the start of each risk-based audit an audit notification letter should be send to Management containing all details relating to the Audit and an audit engagement meeting should be scheduled. The Administrator Internal Audit will provide the details of officials relevant to the specific audit.

5.5.2 The service provider should communicate with the relevant officials during an audit to obtain clarity regarding processes and any information needed.

5.5.3 At the end of each risk-based audit a draft report should be issued to the Administrator Internal Audit to obtain management input. If management has a need for engagement with the auditors to discuss the draft report, the Administrator Internal Audit will inform the service provider.

5.5.4 After managements input have been provided to the service provider and all working papers have been provided to the Administrator Internal Audit, the service provider may issue the final report.

5.5.5 The Administrator Internal Audit will then load the action plans relevant to the findings on a monitoring system. This system allows Management to provide feedback on the implementation of these action plans. When a follow up audit is done on the same area, the service provider can request an

implementation progress report from the Administrator Internal Audit. The progress report will contain all management comments and inputs regarding actions taken to address the findings.

5.6 REPORTING, ADVISING AND CONSULTING REQUIREMENTS

5.6.1 The service provider must report to the Audit committee detailing its performance against the plan, to allow effective monitoring and intervention when necessary;

5.6.2 The service provider must report to the Accounting Officer, assisting the Accounting Officer in achieving the objectives of the Mossel Bay Municipality by evaluating and developing recommendations for the enhancement or improvement of the processes through which:

- a) objectives and values are established and communicated;
- b) the accomplishment of objectives is monitored;
- c) accountability is ensured and
- d) corporate values are preserved

5.6.3 Advise the Accounting Officer and report to the Audit Committee on the implementation of the internal audit plan and matters relating to –

- a) Internal Audit:
 - Perform and co-ordinate all audits, reviews and evaluations within Mossel Bay Municipality.
 - Internal audits should be conducted in accordance with the standards for Professional Practice of Internal Auditing as promulgated by the IIA;
- b) Assessment of key drivers of internal controls;
Assist the Accounting Officer in maintaining effective controls by evaluating those control to determine their effectiveness and efficiency, and by developing recommendations for enhancement or improvement;
- c) The internal audit function should assist management in monitoring, evaluating and assessing significant departmental risks, and by providing assurance as to the effectiveness of related internal controls;
- d) Executive Audit Engagements, follow up reviews and compliance reviews;
- e) Liaise with the external auditors and ensure that the audit programs are complementary;
- f) Comply with standards, codes of conduct and ethics that are promulgated from time to time by the relevant professional bodies.
- g) An effective internal audit function should in all respects comply with the provisions of the MFMA and any other applicable legislation, adhere to the principles of good corporate governance and relevant statutory requirements as stipulated in the King Report on Corporate Governance for

South Africa, 2016 (King IV), the Standards for Professional Practice of Internal Auditing as promulgated by the IIA as well as the NT MFMA circular 65/2012 which *inter alia* provides;

- Assurance that management processes are adequate to identify and monitor significant risks;
- Confirmation of the effective operation of the established internal systems;
- Credible processes for feedback on risk management and assurance; and
- Objective confirmation that the Council receives the right quality of assurance and information from management and that this information is reliable.

h) All reviews must meet the International Standards for the Professional Practice of Internal Auditing and Code Ethics of the Institute of Internal Auditors.

6. EVALUATION OF PERFORMANCE

6.1 The service provider must adhere to timeframes and responsibilities as listed above in point 5.

6.2 Internal Audit will be assessed by the quality of work performed by the Audit Committee members on an annual basis independently of the Municipalities performance evaluations.

6.3 Once every five (5) years Internal Audit is subject to a quality and assurance review done by an external party. The next quality and assurance review will be performed in 2025. The service provider will be required to participate in this review.

Mossel Bay Municipality must comply with the requirements of the Municipal Finance Management Act MFMA 62(1)(c)(ii) General financial management functions which reads as follow:

- (1) *"The accounting officer of a municipality is responsible for managing the financial administration of the municipality, and must for this purpose take all reasonable steps to ensure –*
(c) *that the municipality has and maintains effective, efficient and transparent systems –*
(ii) *of internal audit operating in accordance with any prescribed norms and standards".*

In terms of the International Standards for The Professional Practice of Internal Auditing (Standards) 1312 – External Assessments -

"External assessments must be conducted at least once every five years by a qualified, independent assessor or assessment team from outside the organization. The chief audit executive must discuss with the board:

- The form and frequency of external assessment.
- The qualifications and independence of the external assessor or assessment team, including any potential conflict of interest"

Executive Management have considered this and determined that since the internal audit unit function is outsourced, the external assessment of the internal audit activities will be performed at least once during the appointment term of the internal audit service provider. As a result of this the Municipality requires to appoint an independent service provider to provide the services of an external assessment on the internal audit function.

6.4 If any Ad-Hoc requests are made to the service provider, the service provider must provide a quotation within 72 working hours after receipt of the instruction, or a timeframe mutually agreed upon.

6.5 For all executions of instruction given, each finalisation of an instruction or audit will be rated as follows:

6.5.1 Service Quality rating

- 1 – Unacceptable
- 2 – Below Standard
- 3 – On Standard
- 4 – Above Standard
- 5 – Excellent

6.5.2 Time Frame

- 1 – Behind Schedule
- 2 – On Schedule
- 3 – Ahead of Schedule

6.5.3 Supplied in terms of specifications

Only a Yes or No

6.6 Please see deliverables that service provider will be assessed upon

| <u>DELIVERABLE NAME</u> | <u>DESCRIPTION</u> | <u>FREQUENCY</u> |
|---|---|-------------------------|
| Annual Risk Review Workshops | Partaking in annual risk review workshops annually during January and February | Annually |
| Three (3) year strategic internal audit plan | Timely submission of a three (3) year strategic internal audit plan for the ICT/ IT environment before the end of February Annually | Annually |
| One (1) year operational internal audit plan | Timely submission of a one (1) year operational internal audit plan for the ICT/ IT environment before the end of February Annually | Annually |
| Fraud and Risk Committee | Attendance to Fraud and Risk on a quarterly basis | Quarterly |
| Audit and Audit Performance Committee | Attendance and preparation of internal audit feedback to the Audit and Audit Performance Committees on a quarterly basis | Quarterly |
| Reporting, advising, consulting and communicating | Regularly liaises with authorised representatives of the Municipality and promptly returns calls, e-mails etc. | Annually |
| Ad-Hoc Requests | Quotation are provided within 72 working hours after receipt of the instruction or a timeframe mutually agreed upon. | Bi-Annually |

| | | |
|-------------------------------------|---|----------|
| Budget | Adheres to allocated budget for services. | Annually |
| Risk Based Audits Timeframes | Audits are completed on schedule and as agreed with Management | Annually |
| Contractual documentation | All contractual documentation was signed and submitted to the municipality. This include all working papers, draft audit reports and final audit reports. | Annually |
| Supplied in Terms of Specifications | Service delivered complies with specifications set in tender/project document | Annually |
| Service Quality Rating | The Service Supplied must be of a High Quality and according to the requirements set out in the Bid Document. | Annually |
| Payment Applications | Timely submission of complete and correct payment applications. | Annually |
| Key Site staff & Personnel – | All staff requirements as per the tender conditions and per functionality scoring | Annually |

SECTION 2.2: FUNCTIONALITY CRITERIA

In preparing for the functional proposal of the document, bidders must examine the bid documents in detail. Material deficiencies in providing the information requested may result in the classification of a proposal as non-responsive. The bidders must also consider the functionality criteria carefully and ensure that the functional proposal of the document provides enough supporting information in order to assess the bid.

- (a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than **60 out of 85 points** for these criteria will be regarded as non-responsive and will not be evaluated on price, B-BBEE and Locality. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.
- (c) No information or documentary proof will be requested after closure of the tender, relating to tender functionality.
- (d) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

| | CRITERION | MAXIMUM POINTS | BIDDER SCORE | ANNEXURE |
|-------|---------------------------------------|----------------|--------------|----------|
| 2.1 | Company (or JV) Experience | 20 | | MBM - A |
| 2.2 | References Related to that Experience | 15 | | MBM - B |
| 2.3 | Project Team experience | 20 | | MBM - C |
| 2.4 | Project Team Qualifications | 30 | | MBM – D |
| TOTAL | | 85 | | |

****** FUNCTIONALITY CRITERION ARE FURTHER DIVIDED AS FOLLOWS AND POINTS WILL BE AWARDED AS INDICATED BELOW:**

CRITERION 2.1: COMPANY (OR JV) EXPERIENCE

- (a) Please note that this section refers to the **COMPANY'S AND ITS LEGACY FIRMS PAST EXPERIENCE** and is **not a duplication of Criterion 2.3's Project team experience**. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.
- (b) **RELEVANT EXPERIENCE** is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consultant where applicable.
- (c) In order to claim points for the above, bidders must submit sufficient information as well as documentary **PROOF OF EXPERIENCE RELATING TO SUCCESSFULLY COMPLETED PROJECTS RELATED TO THE INTERNAL AUDIT FUNCTION IN THE ICT ENVIRONMENT**, of at least three (3) Clients by means of **confirmation letters or appointment letters**.
- (d) Points will only be awarded **FOR RELEVANT & COMPLETED EXPERIENCE** obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points.
- (e) **A MAXIMUM OF 20 POINTS** will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided.

NB: IN ORDER TO CLAIM POINTS FOR THE BELOW CRITERIA, BIDDERS MUST PROVIDE ENOUGH INFORMATION ON THE EXPERIENCE TO SCORE THE TOTAL POINTS AS PRESCRIBED E.G. IN ORDER TO CLAIM 20 POINTS, THE RELEVANT INFORMATION SHOULD BE LISTED FOR CLIENTS AND PROJECTS REFERRED TO IN ANNEXURE MBM-A, FOR WHICH POINTS ARE CLAIMED FOR, AS WELL AS ATTACHED ANNEXURES WITH CONFIRMATION LETTERS OR APPOINTMENT LETTERS, SUBJECT TO THE FINAL DISCRETION OF THE BID EVALUATION COMMITTEE. IF NO INFORMATION IS PROVIDED IN THE TABLE BELOW, NO POINTS WILL BE AWARDED. IF NO CONFIRMATION OR APPOINTMENT LETTER IS ATTACHED AS REFERENCE TO THE CLIENTS AND EXPERIENCE LISTED IN ANNEXURE MBM-A, FIVE (5) POINTS WILL BE DEDUCTED FOR EACH CLIENT, EXPERIENCE LINE. BIDDERS TO PROVIDE ENOUGH EXPERIENCE TO SCORE THE TOTAL POINTS AS PRESCRIBED E.G. IN ORDER TO CLAIM 20 POINTS, RELEVANT CLIENTS SHOULD BE LISTED FOR PROJECTS THAT WAS DONE IN THE LAST THREE (3) YEARS OR LONGER.

| EXPERIENCE REQUIRED: SUCCESSFULLY COMPLETED PROJECTS RELATED TO THE INTERNAL AUDIT FUNCTION IN PUBLIC OR PRIVATE ENTITIES SPECIFIC TO THE ICT ENVIRONMENT | | POINTS | BIDDER SCORE |
|--|--|--------|--------------|
| a) | 1 to 3 projects that are related to the experience. | 10 | |
| b) | 4 to 6 projects that are related to the experience. | 15 | |
| c) | 7 projects or more that are related to the experience. | 20 | |
| TOTAL | | | |

CRITERION 2.1: COMPANY (OR JV) EXPERIENCE**ANNEXURE MBM - A**

| CLIENT | | NATURE OF WORK/SCOPE OF WORK (A FULL BREAKDOWN OF THE SCOPE TO BE SUBMITTED) | VALUE OF WORK (INCL. VAT) | START AND COMPLETION DATE (MONTH AND YEAR) DURATION | ANNEXURE OF ATTACHED REFERENCE, CONFIRMATION OR APPOINTMENT LETTER |
|--------|--|--|---------------------------|--|--|
| 1 | | | | Start: Completion: Duration: | |
| 2 | | | | Start: Completion: Duration: | |
| 3 | | | | Start: Completion: Duration: | |
| 4 | | | | Start: Completion: Duration: | |
| 5 | | | | Start: Completion: Duration: | |
| 6 | | | | Start: Completion: Duration: | |
| 7 | | | | Start: Completion: Duration: | |

NB: PLEASE ENSURE THE CONFIRMATION LETTERS OR APPOINTMENT LETTERS ARE ATTACHED AND IS CORRECTLY REFERENCED ABOVE.

BIDDERS WHO ARE ABLE TO PROVIDE ENOUGH EXPERIENCE (7 PROJECTS) TO SCORE THE MAXIMUM POINTS AS PRESCRIBED E.G. IN ORDER TO CLAIM 20 POINTS BIDDERS ARE NOT REQUIRED TO LIST MORE THAN THE 7 PROJECTS IN THE PROVIDED SCHEDULE ABOVE.

CRITERION 2.2: REFERENCES RELATED TO EXPERIENCE

Please note that this section refers to the **COMPANY'S AND ITS LEGACY FIRMS' REFERENCES FOR RELATED TO THE EXPERIENCE**. It also takes into account that the references are related & relevant to **THE INTERNAL AUDIT FUNCTION IN SPECIFIC TO THE ICT ENVIRONMENT**.

REFERENCES CAN BE PROVIDED IN FORMAT A OR B.

Please note it is the duty of the Bidder to ensure that the references given are relevant to the Scope of Works.

- a) Reference Scoring: A **MAXIMUM OF 15 POINTS** will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows. A **MAXIMUM OF 5 POINTS PER LETTER** may be awarded.
- b) In order to claim points for the below criteria, bidders must submit, with the tender document, at least three (3) reference letters or questionnaires to which the abovementioned experience have been provided. These references letters or questionnaires must be current/ most recent, relevant and related to the Experience provided in **criteria 2.1**. The letters must not be older than three (3) months.
- c) It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide additional feedback, if necessary.
- d) If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference.
- e) The Municipality/ Consultant reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.

A. REFERENCE LETTERS

Bidders should provide **COPIES OF AT LEAST THREE (3) REFERENCE LETTERS**, on an **OFFICIAL LETTERHEAD** of the reference, in relation to the experience gained on projects relevant to the scope of work.

The following detail should be included in the reference letter:

- Detail of the work that have been successfully completed (similar to this scope of work).
- Was the work completed within the contractual time frame?
- Was the work completed within the Contract Price / Amount /Budget / Project programme/ schedule. Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval and keep to the programme/schedule?
- Did the service provider comply with the international auditing standards?
- General performance on the project.

B. COMPLETE QUESTIONARIES' AS PER ATTACHMENT MBM-B

Bidders must provide their **references, using the attached, provided questionnaire (see attachment MBM - B)**, which have to be completed and signed by the references.

NB: 5 POINTS WILL BE AWARDED FOR EACH REFERENCE LETTER OR QUESTIONNAIRE WHICH IS POSITIVE AND RELEVANT TO THE SCOPE OF WORKS OF THIS CONTRACT, SUBJECT TO THE FINAL DISCRETION OF THE BID EVALUATION COMMITTEE. PLEASE NOTE THAT POINTS WILL NOT OVERLAP, MEANING POINTS ARE AWARDED ONLY ONCE PER REFERENCE/ COMPANY/ ENTITY *PER PROJECT EXPERIENCE*. PLEASE REFRAIN FROM SUBMITTING MULTIPLE REFERENCES FROM THE SAME COMPANY ON THE SAME PROJECT.

NB: IF NO REFERENCE LETTERS OR QUESTIONNAIRES ARE ATTACHED NO POINTS WILL BE AWARDED. COMPLETION CERTIFICATES AND/OR APPOINTMENT LETTERS WILL NOT BE ACCEPTED FOR THIS CRITERIA.

CRITERION 2.2: REFERENCES RELATED TO EXPERIENCE
ANNEXURE MBM – B1

| Question to Reference | Reference's Response |
|---|--|
| 1. Detail of the work that have been successfully completed (similar to this scope of work). | <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div> |
| 2. Was the work completed within the contractual time frame? | <div>Yes</div> <div>No</div> |
| | <div>If No, please state why:</div> <div>.....</div> <div>.....</div> <div>.....</div> |
| 3. Was the work completed within the contract amount? | <div>Yes</div> <div>No</div> |
| | <div>If No, please state why:</div> <div>.....</div> <div>.....</div> <div>.....</div> |
| 4. Did the service provider comply with the international auditing standards? | <div>Yes</div> <div>No</div> |
| | <div>If No, please state why:</div> <div>.....</div> <div>.....</div> <div>.....</div> |
| 5. In general were you satisfied with their performance - thus would you recommend them for this Tender considering all of above? | <div>Yes</div> <div>No</div> |
| | <div>If No, please state why:</div> <div>.....</div> <div>.....</div> <div>.....</div> |

.....
NAME OF REFERENCE (CLIENT NAME)

.....
DATE

.....
CONTACT PERSON & TELEPHONE NUMBER

.....
SIGNATURE

STAMP OF REFERENCE (if available)

CRITERION 2.2: REFERENCES RELATED TO EXPERIENCE
ANNEXURE MBM – B2

| Question to Reference | Reference's Response |
|---|----------------------------------|
| 1. Detail of the work that have been successfully completed (similar to this scope of work). | |
| 2. Was the work completed within the contractual time frame? | Yes |
| | No |
| 3. Was the work completed within the contract amount? | Yes |
| | No |
| 4. Did the service provider comply with the international auditing standards? | Yes |
| | No |
| 5. In general were you satisfied with their performance - thus would you recommend them for this Tender considering all of above? | Yes |
| | No |

.....
NAME OF REFERENCE (CLIENT NAME)

.....
DATE

.....
CONTACT PERSON & TELEPHONE NUMBER

.....
SIGNATURE

STAMP OF REFERENCE (if available)

CRITERION 2.2: REFERENCES RELATED TO EXPERIENCE**ANNEXURE MBM – B3**

| Question to Reference | Reference's Response | |
|---|---|----|
| 1. Detail of the work that have been successfully completed (similar to this scope of work). | | |
| 2. Was the work completed within the contractual time frame? | Yes | No |
| | If No, please state why: | |
| 3. Was the work completed within the contract amount? | Yes | No |
| | If No, please state why: | |
| 4. Did the service provider comply with the international auditing standards? | Yes | No |
| | If No, please state why: | |
| 5. In general were you satisfied with their performance - thus would you recommend them for this Tender considering all of above? | Yes | No |
| | If No, please state why: | |

.....
NAME OF REFERENCE (CLIENT NAME).....
DATE.....
CONTACT PERSON & TELEPHONE NUMBER.....
SIGNATURE**STAMP OF REFERENCE (if available)**

CRITERION 2.3: PROJECT TEAM EXPERIENCE

- (a) Please note that this section refers to the **PROJECT TEAM EXPERIENCE** and is not a duplication of Criterion 2.1: Company (or JV) Experience. Meaning this section takes into consideration that the **DEDICATED TEAM** that will be delivering the service to the Municipality has **GAINED RELEVANT EXPERIENCE IN THE PAST** and showcase that the team as individuals **IS IN THE BUSINESS OF SAID SCOPE OF WORKS**.
- (b) **RELEVANT EXPERIENCE** is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consultant where applicable.
- (c) In order to claim points for the Project team experience, bidders must submit sufficient information as well as documentary **PROOF OF EXPERIENCE** relating to **EXPERIENCE OF THE PROJECT LEADER (DIRECTOR OR PARTNER) AND THE EXPERIENCE OF THE PROJECT MANAGER (SENIOR MANAGER)** operating in the audit function specific to the ICT Environment, by means of **CV (CURRICULUM VITAE)** of the person **LISTED IN ANNEXURE MBM-C WHICH POINTS ARE CLAIMED FOR**.
- (d) Please provide and include a **POLICE CLEARANCE CERTIFICATE** to the CV (Curriculum Vitae) for both the Project Leader (Director or Partner) and the Project Manager (Senior Manager).
- (e) Points will only be awarded for **RELEVANT & COMPLETED EXPERIENCE** obtained **RELEVANT TO THE TENDER SCOPE OF WORKS**. To be able to gain points the Tenderer must **SUBMIT PROOF** that the individual has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If points are claimed for the experience, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points.
- (f) **A MAXIMUM OF 20 POINTS** will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. **10 POINTS** for the **EXPERIENCE OF THE PROJECT LEADER (DIRECTOR OR PARTNER)** and **10 POINTS** for the **EXPERIENCE OF THE PROJECT MANAGER (SENIOR MANAGER)**.

NB: IN ORDER TO CLAIM POINTS FOR THE BELOW CRITERIA, BIDDERS MUST **PROVIDE ENOUGH INFORMATION ON THE EXPERIENCE TO SCORE THE TOTAL POINTS** AS PRESCRIBED E.G. IN ORDER TO CLAIM **20 POINTS**, **RELEVANT NAMES** SHOULD BE LISTED FOR PERSONS REFERRED TO AS THE PROJECT LEADERS AND PROJECT MANAGER **IN ANNEXURE MBM-C**, FOR WHICH POINTS ARE CLAIMED FOR, AS WELL AS **POLICE CLEARANCE CERTIFICATES** FOR BOTH THE PROJECT LEADER AS WELL AS PROJECT MANAGER, **SUBJECT TO THE FINAL DISCRETION OF THE BID EVALUATION COMMITTEE**.

NB: PLEASE TAKE INTO ACCOUNT THE FOLLOWING WHEN SELECTING THE PROJECT LEADER AND PROJECT MANAGER. THE **DESIGNATED PROJECT LEADER AND SENIOR MANAGER MAY NOT BE CHANGED WITHOUT THE PRIOR APPROVAL OF THE ACCOUNTING OFFICER** OR HIS/HER NOMINATED PERSON.

CRITERION 2.3: PROJECT TEAM EXPERIENCE**ANNEXURE MBM - C****A) PROJECT LEADER (DIRECTOR/ PARTNER)**

| OPERATING IN AUDIT FUNCTION SPECIFIC TO ICT ENVIRONMENT | MAXIMUM POINTS | BIDDER SCORE | NAME OF PROJECT LEADER POINTS ARE CLAIMED FOR | REFERENCE TO CV (CURRICULUM VITAE) |
|--|---------------------------|-------------------------|--|---|
| 3 to 5 years related experience. | 2 | | | |
| More than 5 years – up to 10 years related experience. | 5 | | | |
| More than 10 years related experience. | 9 | | | |
| Police Clearance certificate attached | 1 | | | |
| TOTAL | 10 | | | |

B) PROJECT LEADER (DIRECTOR/ PARTNER)

| OPERATING IN AUDIT FUNCTION SPECIFIC TO ICT ENVIRONMENT | MAXIMUM POINTS | BIDDER SCORE | NAME OF PROJECT LEADER POINTS ARE CLAIMED FOR | REFERENCE TO CV (CURRICULUM VITAE) |
|--|---------------------------|-------------------------|--|---|
| 2 to 4 years related experience. | 2 | | | |
| More than 4 years – up to 7 years related experience. | 5 | | | |
| More than 17 years related experience. | 9 | | | |
| Police Clearance certificate attached | 1 | | | |

| | | | |
|-------|----|--|--|
| TOTAL | 10 | | |
|-------|----|--|--|

CRITERION 2.4: PROJECT TEAM QUALIFICATIONS AND PROFESSIONAL MEMBERSHIP

- (a) Please note that this section refers to the **PROJECT TEAM QUALIFICATION AND PROFESSIONAL MEMBERSHIP** only. Meaning this section takes into consideration that the **DEDICATED TEAM** that will be delivering the service to the Municipality has **GAINED RELEVANT QUALIFICATION AND PROFESSIONAL MEMBERSHIP IN THE PAST** and was **AWARDED CERTIFICATION FOR THE SAID QUALIFICATION AND professional MEMBERSHIP**.
- (b) **RELEVANT QUALIFICATION** is defined as an official record showing that you have finished a training course or have the necessary skills and/or as determined by the Mossel Bay Municipality and/or professional consultant where applicable. Professional membership is defined as the status of a members when they have joined a professional body. Professional memberships aim to support individuals professionally and aid them in progressing within their career/profession and/or as determined by the Mossel Bay Municipality and/or professional consultant where applicable
- (c) In order to claim points for the **PROJECT TEAM QUALIFICATION**, bidders must submit sufficient information as well as documentary **PROOF OF QUALIFICATIONS** relating to the **QUALIFICATION OF THE PROJECT LEADER (DIRECTOR OR PARTNER) AND THE QUALIFICATION OF THE PROJECT MANAGER (SENIOR MANAGER)** operating in the audit function specific to the ICT Environment, by means of **CERTIFIED COPIES OF RELEVANT QUALIFICATIONS, NOT OLDER THAN 3 MONTHS OF THE PERSON LISTED IN ANNEXURE MBM-D WHICH POINTS ARE CLAIMED FOR.**
- (d) In order to claim points for the **PROJECT TEAM PROFESSIONAL MEMBERSHIP**, bidders must submit sufficient information as well as documentary **PROOF OF PROFESSIONAL MEMBERSHIP** relating to the **PROFESSIONAL MEMBERSHIP OF THE PROJECT LEADER (DIRECTOR OR PARTNER) AND THE PROFESSIONAL MEMBERSHIP OF THE PROJECT MANAGER (SENIOR MANAGER)**, by means of **CERTIFIED PROOF OF MEMBERSHIP AND A LETTER OF GOOD STANDING , NOT OLDER THAN 3 MONTHS OF THE PERSON LISTED IN ANNEXURE MBM-D WHICH POINTS ARE CLAIMED FOR.**
- (e) Points will only be awarded for **RELEVANT & COMPLETED QUALIFICATIONS** obtained **RELEVANT TO THE QUALIFICATIONS LISTED BELOW**. To be able to gain points the Tenderer must **SUBMIT PROOF** that the individual has obtained the relevant qualification for the qualifications listed below, and not only parts thereof. If points are claimed for the qualification, please ensure it is applicable and relevant to the whole of the qualification listed and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points.
- (f) **A MAXIMUM OF 30 POINTS** will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. **15 POINTS** for the **EXPERIENCE OF THE PROJECT LEADER (DIRECTOR OR PARTNER)** and **15 POINTS** for the **EXPERIENCE OF THE PROJECT MANAGER (SENIOR MANAGER)**.

NB: IN ORDER TO CLAIM POINTS FOR THE BELOW CRITERIA, BIDDERS MUST PROVIDE ENOUGH INFORMATION ON THE QUALIFICATIONS AND PROFESSIONAL MEMBERSHIP TO SCORE THE TOTAL POINTS AS PRESCRIBED E.G. IN ORDER TO CLAIM 30 POINTS, RELEVANT NAMES SHOULD BE LISTED FOR PERSONS REFERRED TO AS THE PROJECT LEADERS AND PROJECT MANAGER IN ANNEXURE MBM-D, FOR WHICH POINTS ARE CLAIMED FOR, SUBJECT TO THE FINAL DISCRETION OF THE BID EVALUATION COMMITTEE

A) PROJECT LEADER (DIRECTOR/ PARTNER)

| OPERATING IN AUDIT FUNCTION SPECIFIC TO THE ICT ENVIRONMENT. | MAXIMUM POINTS | BIDDER SCORE | NAME OF PROJECT LEADER POINTS ARE CLAIMED FOR | REFERENCE TO QUALIFICATION/ MEMBERSHIP |
|--|----------------|--------------|---|--|
| ISACA Registered Member – Registered Member of Information Systems Audit and Control Association | 3 | | | |
| CISA _ Certified Information Systems Auditor | 3 | | | |
| CISM _ Certified Information Security Manager | 2 | | | |
| CGEIT_ Certified in the Governance of Enterprise IT | 2 | | | |
| CISSP_ Certified Information Systems Security Professional | 2 | | | |
| CEH_ Certified Ethical Hacker | 2 | | | |
| Hons. B com Informatics | 1 | | | |
| TOTAL | 15 | | | |

B) PROJECT MANAGER (SENIOR MANAGER)

| OPERATING IN AUDIT FUNCTION SPECIFIC TO THE ICT ENVIRONMENT. | MAXIMUM POINTS | BIDDER SCORE | NAME OF PROJECT LEADER POINTS ARE CLAIMED FOR | REFERENCE TO QUALIFICATION/ MEMBERSHIP |
|--|----------------|--------------|---|--|
| ISACA Registered Member – Registered Member of Information Systems Audit and Control Association | 3 | | | |
| CISA _ Certified Information Systems Auditor | 3 | | | |
| CISM _ Certified Information Security Manager | 2 | | | |
| CGEIT_ Certified in the Governance of Enterprise IT | 2 | | | |
| CISSP_ Certified Information Systems Security Professional | 2 | | | |
| CEH_ Certified Ethical Hacker | 2 | | | |
| Hons. B com Informatics | 1 | | | |
| TOTAL | 15 | | | |

SECTION 2.3: PRICING PROPOSAL

- a) Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.
- b) In preparing the pricing proposals bidders **MUST USE THE PRICING PROPOSAL BELOW, REFERENCED, ANNEXURE MBM-E1 AND MBM-E2** as prescribed in the document, the pricing proposal must be completed in detail, **IF NOT COMPLETED it WILL RESULT IN THE REJECTION OF A PROPOSAL AS NON-RESPONSIVE**. It is important to note that the **RATES QUOTED** will be used as the basis of appointment. The estimated hours and number of visits will be negotiated with the successful bidder at the start of each year, when the Strategic and Operational internal Audit plans for the year is compiled for the approval of the Audit Committee.
- c) While it is entirely at the tenderer's discretion with regards to the pricing proposal below, guideline tariffs of fees or indicative time-based fee rates are gazetted annually, which are useful documents regarding industry norms against which tenderer's may compare their rates, sums, percentage fees and/or prices as applicable.
- d) A rate, sum, percentage fee and/or price as applicable, is to be entered against each line item in the pricing proposal. A line item against where no rate is entered, or the wording N/A is entered, will be considered as a no offer and will not be evaluated.
- e) The rates and prices in the pricing proposal are to be fully inclusive prices described under the several line items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
- f) All rates, sum, percentage fees or prices (as applicable) tendered in the pricing proposal shall be final and binding throughout the period of the contract. Prices should be **inclusive of VAT**.
- g) Only firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered. **The prices for years two (2) and three (3) should include annual escalations.**
- h) Where estimated quantities are given in **FIGURE 3.2**, these are **FOR EVALUATION PURPOSES ONLY** and **DO NOT REPRESENT THE ACTUAL AMOUNT OF WORK TO BE DONE**. The quantities of work accepted and certified for payment will be used for determining payments due and not the estimated quantities given in Figure 3.2 In respect of time-based services, the allocation of staff and time must be agreed with the employer before such services are rendered.
- i) The bid will be evaluated on the total **ESTIMATED QUANTITIES AS BELOW IN FIGURE 3.2**, in other words the price/rate per line item, per unit of measurement, multiplied by the estimate quantities per month, multiplied by 12 months, for the envisaged three (3) years.

NB: BIDDERS ARE REQUIRED TO COMPLY WITH THE PRESCRIBED PRICING PROPOSAL BELOW. NO PRICING PROPOSALS OTHER THAN THE PRICING PROPOSAL AS STATED WILL BE ACCEPTED AND FAILURE TO ADHERE TO THIS SECTION WILL BE SEEN AS SUBMITTING A NON-RESPONSIVE BID.

NB: PLEASE DO NOT MULTIPLY WITH THE ESTIMATED QUANTITIES IN FIGURE 3.2, AS IT IS ONLY FOR EVALUATION PURPOSES.

NB: THE BIDDER SHOULD ONLY GIVE A PRICE/ RATE PER LINE ITEM ON ANNEXURE MBM-E1 AND ANNEXURE MBM-E2.

ANNEXURE MBM – E1 – RATES FOR LABOUR (INCLUSIVE OF VAT)

- a) Please take note that the designated project leader and senior manager may not change without prior approval of the accounting officer or his/her nominated person.

For purpose of completing pricing proposal, the line items/ titles are classified by Mossel bay municipality as follow:

1. Partner/ Director – IT Qualified Auditor with at least 10 years' experience
2. Senior/ Project Manager – IT Qualified Auditor with at least 10 years' experience
3. Manager – Qualified IT Auditor with at least 8 years' experience
4. Audit Snr. / Assistant Manager - Qualified IT auditor with at least 5 years' experience
5. Intermediate 4 - Qualified IT Auditor (completed articles) less than 5 years' experience
6. Intermediate 3 - IT Clerk in his/her 3rd year of articles
7. Intermediate/ Junior 2 - IT Clerk in his/her 2nd year of articles
8. Intermediate/ Junior 1 - IT Clerk in his/her 1st year of articles

- b) For the purpose of the pricing proposal, the following words shall have the meanings hereby assigned to them:

Line-item Description: Titles of the audit team, their descriptive qualification and experience
Unit: The unit of measurement for each item, per hour.
Rate: The agreed payment per unit (per hour) of measurement, Inclusive of VAT

ANNEXURE MBM – E2 – RATES FOR subsistence and travel (INCLUSIVE OF VAT)

- a) Please take note that the **TRAVEL KILOMETRES AS LISTED AS “ONE-WAY” IN FIGURE 3.1** may not change without prior approval of the accounting officer or his/her nominated person.

For purpose of completing pricing proposal, the line items are classified by Mossel bay municipality as follow:

9. Travel
10. Substance

9. The PER KILOMETER RATE must be all inclusive, including but not limited to the following:

- o Any and/or travelling/ parking expenses
- o Any other related/ additional expenses will not be for the account of the Mossel Bay Municipality
- o The travel cost would be based on the maximum kilometer based on the kilometers provided by the bidder in Figure 3.1
- o The Municipality will not pay any costs for flights.

10. The PER DAY RATE FOR SUBSISTENCE must be all inclusive, including but not limited to the following:

- o Accommodation/ meals and beverages (When and if required)
- o Any other related/ additional expenses will not be for the account of the Mossel Bay Municipality

- b) For the purpose of the pricing proposal, the following words shall have the meanings hereby assigned to them:

Line item Description: Type of expense other than Labour
Unit: The unit of measurement for each item, per kilometer and per day.
Rate: The agreed payment per unit (per kilometer of per day) of measurement, Inclusive of VAT

NB: TRAVELING COST AND TIME SPENT OR INCURRED BETWEEN THE HOME AND OFFICE OF THE CONSULTANTS INCLUDING THEIR STAFF, AND THE MOSSEL BAY MUNICIPAL OFFICES, WILL NOT BE FOR THE ACCOUNT OF MOSSEL BAY MUNICIPALITY.

SECTION 3: PRICING PROPOSAL
ANNEXURE MBM – E1

NB: NOTE THAT THE DESIGNATED PROJECT LEADER AND SENIOR MANAGER MAY NOT CHANGED WITHOUT PRIOR APPROVAL OF THE ACCOUNTING OFFICER OR HIS/ HER NOMINATED PERSON. FOR PURPOSE OF COMPLETING PRICING PROPOSAL, THE TITLES/ LINE ITEM DESCRIPTIONS ARE CLASSIFIED BY THE MOSSEL BAY MUNICIPALITY AS FOLLOW:

| Nr | LINE ITEM DESCRIPTION | UNIT | RATE FOR LABOUR (INCLUSIVE OF VAT) | | |
|----|---|-------------|------------------------------------|--------------------------------|--------------------------------|
| | | | YEAR 1 | YEAR 2 | YEAR 3 |
| | | | 1 Jan. 2024 to 31 Dec. 2024 | 1 Jan. 2025 to 31 Dec. 2025 | 1 Jan. 2026 to 31 Dec. 2026 |
| 1. | Partner/ Director – IT Qualified Auditor with at least 10 years' experience | Per hour | | | |
| 2. | Senior/ Project Manager – IT Qualified Auditor with at least 10 years' experience; | Per hour | | | |
| 3. | Manager – Qualified IT Auditor with at least 8 years' experience; | Per hour | | | |
| 4. | Audit Snr. / Assistant Manager - Qualified IT auditor with at least 5 years' experience; | Per hour | | | |
| 5. | Intermediate 4 - Qualified IT Auditor (completed articles) less than 5 years' experience. | Per hour | | | |
| 6. | Intermediate 3 - IT Clerk in his/her 3 rd year of articles | Per hour | | | |
| 7. | Intermediate/ Junior 2 - IT Clerk in his/her 2 nd year of articles | Per hour | | | |

| | | | | | |
|----|--|----------|--|--|--|
| 8. | Intermediate/ Junior 1 - IT Clerk in his/her 1 st year of articles; | Per hour | | | |
|----|--|----------|--|--|--|

SECTION 3: PRICING PROPOSAL

ANNEXURE MBM – E2

| Nr | LINE ITEM DESCRIPTION | UNIT | RATE FOR SUBSISTENCE AND TRAVEL (INCLUSIVE OF VAT) | | |
|-----|-----------------------|---------------|--|--------------------------------|--------------------------------|
| | | | YEAR 1 | YEAR 2 | YEAR 3 |
| | | | 1 Jan. 2024 to 31 Dec. 2024 | 1 Jan. 2025 to 31 Dec. 2025 | 1 Jan. 2026 to 31 Dec. 2026 |
| 9. | Travel | Per kilometre | | | |
| 10. | Subsistence | Per day | | | |

ADDITIONAL INFORMATION:

| | |
|---|---|
| <p>PLEASE STATE YOUR BUSINESS/ OFFICE ADDRESS: (This one-way distance below will be used to evaluate the costs of travel for five (5) round trips (both ways). Example: 50 km (one way) x 2 (round trip) x 10 trips x price per km)</p> | <p>..... </p> |
| <p>PLEASE STATE THE KILOMETRES FROM YOUR BUSINESS/ OFFICE ADDRESS TO THE MAIN BUILDING OF THE MUNICIPALITY 101 MARSH STREET MOSSEL BAY 6500</p> | <p>(ONE WAY): KM</p> |

FIGURE 3.1

NB:

- PLEASE DO NOT MULTIPLY WITH THE ESTIMATED QUANTITIES, AS IT IS ONLY FOR EVALUATION PURPOSES. ONLY GIVE A PRICE/ RATE PER LINE ITEM.
- THE ESTIMATE QUANTITIES IS ONLY FOR EVALUATION PURPOSES AND WILL BE USE DURING THE EVALUATION PROCESS.
- DO NOT USE THESE QUANTITIES IN THE PRICING PROPOSAL

ESTIMATED QUANTITIES THAT WILL BE USED FOR EVALUATION PURPOSES IS AS FOLLOWS:

| Item | ITEM DESCRIPTION | Estimated Quantities per month |
|------|---|--------------------------------|
| 1. | Partner/ Director – IT Qualified Auditor with at least 10 years' experience | 10 Hours |
| 2. | Senior/ Project Manager – IT Qualified Auditor with at least 10 years' experience; | 20 Hours |
| 3. | Manager – Qualified IT Auditor with at least 8 years' experience; | 30 Hours |
| 4. | Audit Snr. / Assistant Manager - Qualified IT auditor with at least 5 years' experience; | 40 Hours |
| 5. | Intermediate 4 - Qualified IT Auditor (completed articles) less than 5 years' experience. | 50 Hours |
| 6. | Intermediate 3 - IT Clerk in his/her 3 rd year of articles | 60 Hours |
| 7. | Intermediate/ Junior 2 - IT Clerk in his/her 2 nd year of articles | 80 Hours |
| 8. | Intermediate/ Junior 1 - IT Clerk in his/her 1 st year of articles; | 100 Hours |
| 9. | Travel | 10 Trips (round trips) |
| 10. | Subsistence | 10 days |

FIGURE 3.2

SECTION 3.1: MBD1: BID REQUIREMENTS FOR MOSSEL BAY MUNICIPALITY**PART A – INVITATION TO BID**

| INVITATION TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY | | | | | |
|--|--|---------------------|-----------------------|---------------------|--------------|
| BID NUMBER | TDR29/2023/2024 | CLOSING DATE | 6 OCTOBER 2023 | CLOSING TIME | 12h00 |
| DESCRIPTION | APPOINTMENT OF IT ICT INTERNAL AUDIT SERVICE PROVIDER | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) | | | | | |

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **POSTED** TO REACH THE TENDER BOX BY CLOSING DATE TO:

**The Tender Box
Mossel Bay Municipality
P O Box 25
MOSSEL BAY
6500**

OR

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **DEPOSITED** IN THE TENDER BOX BY CLOSING DATE AT:

**The Entrance of the Mossel Bay Municipality's Town Hall
101 Marsh Street
MOSSEL BAY**

| SUPPLIER INFORMATION | |
|---|--|
| NAME OF BIDDER | |
| POSTAL ADDRESS AND CODE | |
| STREET ADDRESS | |
| TELEPHONE NUMBER | |
| ALTERNATIVE NUMBER | |
| E-MAIL ADDRESS | |
| VAT REGISTRATION NUMBER | |
| TAX COMPLIANCE STATUS PIN | |
| CIDB REGISTRATION NUMBER (if applicable) | |

| A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EME'S & QSE'S) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE) | | | |
|---|----------------------------|--|------------------------|
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | | YES | NO |
| B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | YES | NO |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORK OFFERED? | | YES/NO (if YES, enclose proof) | |
| ARE YOU'RE A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORK OFFERED? | | YES/NO (if YES, answer Part B) | |
| TOTAL NUMBER OF ITEMS OFFERED | | | |
| TOTAL BID PRICE | | | |
| SIGNATURE OF BIDDER | | | |
| DATE | | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
| DEPARTMENT | SCM | DEPARTMENT | |
| CONTACT PERSON | Ms. Nicole Saunders | CONTACT PERSON | Ms. Mirna Koen |
| TELEPHONE NUMBER | (044) 606-5194 | TELEPHONE NUMBER | (044) 606-5135 |
| E-MAIL ADDRESS | nsaunders@mosselbay.gov.za | E-MAIL ADDRESS | mkoen@mosselbay.gov.za |

PART B – TERMS AND CONDITIONS FOR BIDDING

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SECTION 4.1: MBD4: DECLARATION OF INTEREST

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

| | | |
|---|--|---------------|
| 3.1 | Full Name of Bidder OR his OR her representative | |
| 3.2 | Identity Number | |
| 3.3 | Position occupied in the Company (director, trustee, shareholder ²) | |
| 3.4 | Company Registration Number | |
| 3.5 | Tax Reference Number | |
| 3.6 | VAT Registration Number | |
| 3.7 The names of all directors/trustees/shareholder's/member, their individual identity numbers and state employee numbers must be indicated in number 4, below. | | |
| 3.8 Are you presently in service of the state | | YES/NO |
| 3.8.1 If so, furnish particulars | | |
| 3.9 Have you been in the service of the state for the past twelve months? | | YES/NO |
| 3.9.1 If so, furnish particulars | | |
| 3.10 Do you have any relationship (family, friend, other) with persons in service of the state and who may be involved with the evaluation and or adjudication of this bid? | | YES/NO |
| 3.10.1 If so, furnish particulars | | |
| 3.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? | | YES/NO |

| | |
|--|---------------|
| 3.11.1 If so, furnish particulars | |
| 3.12 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? | YES/NO |
| 3.12.1 If so, furnish particulars | |
| 3.13 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? | YES/NO |
| 3.13.1 If so, furnish particulars | |
| 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? | YES/NO |
| 3.14.1 If so, furnish particulars | |

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

(a) a member of –

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

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

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

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

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

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

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

| Full Name | Identity Number | State Employee Number | Income Tax Number |
|-----------|-----------------|-----------------------|-------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.2: MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

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

| | |
|--|--------|
| 4.2.1 Are you by law required to prepare annual financial statements for auditing? | YES/NO |
| 4.2.1.1 If yes , submit audited annual financial statements for the past three years or since the date of establishment during the past three years. | |
| 4.2.2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any service provider in respect of which payment is overdue for more than 30 days? | YES/NO |
| 4.2.2.1 If no , this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days. | |
| 4.2.2.2 If yes , furnish particulars: | |
| 4.2.3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? | YES/NO |
| 4.2.3.1 If yes , furnish particulars: | |
| 4.2.4 Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic? | YES/NO |
| 4.2.3.1 If yes , furnish particulars: | |

SECTION 4.3: MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- (a) The 90/10 or 80/20 preference point system will be applicable in this tender. The lowest (goods and services) / highest (sales and leases) 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 | POINTS |
|---|--------|--------|
| PRICE | 80 | 90 |
| SPECIFIC GOALS | 20 | 10 |
| Total points for Price and SPECIFIC GOALS | 100 | 100 |

1.5 Failure on the part of a tenderer to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. The tenderer is however required to submit the proof or documentation required in terms of the specific goals. That documentation may be requested by the municipality.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

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 Mossel Bay Preferential Procurement Policy, 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.

4.3. 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the B-BBEE scorecard as follows.

| B-BBEE Status Level of Contributor | Number of Points for Preference (80/20) | 50% of Points for Preference |
|------------------------------------|---|------------------------------|
| 1 | 20 | 10 |
| 2 | 18 | 9 |
| 3 | 16 | 8 |
| 4 | 12 | 6 |
| 5 | 8 | 4 |
| 6 | 6 | 3 |
| 7 | 4 | 2 |
| 8 | 2 | 1 |
| Non-compliant contributor | 0 | 0 |

| B-BBEE Status Level of Contributor | Number of Points for Preference (90/10) | 50% of Points for Preference |
|------------------------------------|---|------------------------------|
| 1 | 10 | 5 |
| 2 | 9 | 4.50 |
| 3 | 8 | 4 |
| 4 | 5 | 2.50 |
| 5 | 4 | 2 |
| 6 | 3 | 1.50 |
| 7 | 2 | 1 |
| 8 | 1 | 0.50 |
| Non-compliant contributor | 0 | 0 |

- (a) A tenderer must submit proof of its B-BBEE status level contributor [scorecard].
- (b) A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points for B-BBEE status level of contributor.

4.3.1 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1

B-BBEE Status Level of Contributor :

(Only indicate your B-BBEE Status Level of Contributor – the points will be calculated by the Municipality)

4.4. Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality)

- (a) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.
- (b) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

| No | Requirement | Points for enterprises within the Mossel Bay municipal area | Points for enterprises within the Garden Route District region | Points for enterprises within the Western Cape Province and other Provinces |
|----|--|---|--|---|
| 1 | Procurement under the 80/20 preference points system where the supplier or service provider is located in: | 10 | 5 | 3 |
| 2 | Procurement under the 90/10 preference points system where the supplier or service provider is located in: | 5 | 3 | 2 |

- (a) Bidders must submit one of the following in order to receive points for the abovementioned criterion.
- (i) Municipal Account of address as indicated in bid document;
 - (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit of the owner stating occupancy.
 - (iii) The premises of the bidder as indicated in the MBD6.1 of the bid document as the business address should be established prior to the advertisement date.

4.4.1 LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4

Locality (indicate as per table above) :

(The address provided in 4.5 below, will be used to determine the locality as per 4.4 above)

4.5. MUNICIPAL INFORMATION

Municipality where business is situated :

Registered Account Number :

Stand Number :

DECLARATION WITH REGARD TO COMPANY/FIRM

4.6. Name of company/firm.....

4.7. Company registration number:

4.8. 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]

4.9. 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....

.....

SECTION 4.4: MUNICIPAL RATES AND TAXES

| Names of Directors/Partners/Senior Managers | Physical residential address of the Directors/Partners/Senior Managers | Residential Municipal Account number(s) | Name of Municipality |
|--|---|--|-----------------------------|
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*Documentation as indicated in Section 1.2.8.2 must be submitted with the tender document.

DECLARATION

I, THE UNDERSIGNED (NAME and SURNAME)

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.5: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs.....
acting in his/her capacity as
of the business trading as
to sign all documentation in connection with

| NAME OF MEMBERS/DIRECTORS | SIGNATURE | DATE |
|------------------------------|-----------|------|
| | | |
| | | |
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Note: If bidders attach a copy of their Authorised Signatory as per Section 1.2.9 of the tender document, it is not necessary to complete this form.

If a bidder is a sole proprietor, it is not required to complete this form, provided that the tender document was completed and signed by the owner

SECTION 4.6: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Yes | No |
|-------|--|--|---|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem 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> | <p>Yes</p> <p><input type="checkbox"/></p> | <p>No</p> <p><input type="checkbox"/></p> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register 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> | <p>Yes</p> <p><input type="checkbox"/></p> | <p>No</p> <p><input type="checkbox"/></p> |
| 4.2.1 | If so, furnish particulars: | | |

| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.5.1 | If so, furnish particulars: | | |

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.7: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) 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:

TDR29/2023/2024: APPOINTMENT OF IT ICT INTERNAL AUDIT SERVICE PROVIDER

(Bid Number and Description)

in response to the invitation for the bid made by:

MOSSEL BAY MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

SECTION 5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax Compliance Status Pin;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations,
 - Points claims in terms of specific goals for locality;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

SECTION 6.1: MBD7.1: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE BIDDER)

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

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

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax Compliance Status Pin;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations,
 - Points claims in terms of specific goals for locality;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

SECTION 6: CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE PURCHASER)

(f) I..... in my capacity as **Director: Financial Services**

accept your bid under reference number **TDR29/2023/2024** dated..... for the supply of
goods/works indicated hereunder and/or further specified in the annexure(s).

(g) An official order indicating delivery instructions is forthcoming.

(h) I undertake to make payment for
the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty)
days after receipt of an invoice accompanied by the delivery note.

| ITEM NO | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION | LOCALITY |
|------------|---|-------|--------------------|---|----------|
| | | | | | |

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

| |
|--|
| |
|--|

WITNESSES

1.

2.

DATE

SECTION 6.3: THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to Mossel Bay Municipality in respect of the following:

TDR29/2023/2024: APPOINTMENT OF IT ICT INTERNAL AUDIT SERVICE PROVIDER

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture).

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a joint venture accept jointly and several liability, with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Mossel Bay Municipality in respect of the project described above under item 1.

4. The **Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Mossel Bay Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF JOINT VENTURE

| NAME | | ID NUMBER | DIRECTORS/OWNERS PERSONAL TAX NO | SIGNATURE |
|------|--|-----------|-------------------------------------|-----------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |

| | | | | |
|----|--|--|--|--|
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

| | |
|---|---|
| Name of Joint Venture | |
| Names of Each Enterprise: | |
| (1) Name and Address of Enterprise: | |
| (2) Name and Address of Enterprise: | |
| (3) Name and Address of Enterprise: | |
| Has an original valid Tax Clearance Certificate been submitted for each enterprise: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| CIDB Registration Number(s), if applicable: | |

Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.

SIGNED ON BEHALF OF JOINT VENTURE _____