



BID DESCRIPTION: PART A: APPOINTMENT PANEL OF CONSULTANT TO ASSIST WITH PREPARATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENT FOR THE PERIOD OF 36 MONTHS ON AS AND WHEN REQUIRED BASIS

PART B: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSETS MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSETS REGISTER FOR THE PERIOD OF 36 MONTHS.

Bid Number: MLM 23/2022/23

SCM Unit contact number: (016) 973 8740/1/2/3/4

Department contact number: (016) 973- 8311

CLOSING DATE: 14 APRIL 2023

TIME: 11:00

DEPOSITED IN THE BID BOX SITUATED AT:
--

Metsimaholo Local Municipality, No 10 Fichardt Street, Finance Building, Ground Floor
--

Part B Price: _____

Name of Bidder: _____

CSD Supplier Number: _____

Contact Person: _____

Contact no: _____

Email Address: _____

Please Note:

1. No bid or tender will be awarded to a person in the service of the State.
2. No bid or tender will be awarded without submitting Municipal Accounts or lease agreement.
3. No bid or tender will be awarded to tender defaulters or restricted by National Treasury.
4. Bidder must be registered with **Central Supplier Database** from National Treasury and Supplier or Vendor number must be submitted.
5. Other conditions of the bid or tender must be adhered to by the Bidder.
6. Documents must be inserted in a **sealed envelope**; failure to do so will lead to disqualification.
7. **If you are late for the briefing session you will not be allowed to sign the attendance register**

APPROVED BY: MUNICIPAL MANAGER

ADV. L.M.A MOFOKENG: _____



TABLE OF CONTENTS

Contents	Page Number
Cover page	1
Table of contents	2
MBD 1	3 - 5
MBD 3.1	6
Tender Returnables	7 - 8
Functionality Part A	9
Functionality Part B	10
PART A: Detail Scope of work & Pricing Schedule	11-17
PART B: Detail Scope of work & Pricing Schedule	18-22
MBD 4	23 – 26
MBD 6.1	27 – 32
MBD 8	33 – 35
MBD 9	36 - 39
GCC	40 – 53
TENDER ADVERT	54
Annexure A – E: Compulsory returnable documents	55 - 60
Annexure F: Functionality assessment	61 - 73

PREPARED BY: D. MONAHENG

REVIEWED BY: _____

L. RADEBE

RECOMMENDED BY: _____

HI. LEBUSA



MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	MLM 23/2022/23	CLOSING DATE:	14 APRIL 2023	CLOSING TIME:	11:00
DESCRIPTION	<p>PART A: APPOINTMENT PANEL OF CONSULTANT TO ASSIST WITH PREPARATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENT FOR THE PERIOD OF 36 MONTHS ON AS AND WHEN REQUIRED BASIS</p> <p>PART B: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSETS MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSETS REGISTER FOR THE PERIOD OF 36 MONTHS.</p>				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN
THE BID BOX SITUATED AT (STREET ADDRESS)

Metsimaholo Local Municipality

No 10 Fichardt Street

Finance Building

Ground Floor

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes



[TICK APPLICABLE BOX]	<input type="checkbox"/> No		<input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	Mr H.I. Lebusa
CONTACT PERSON	SCM	TELEPHONE NUMBER	016 973 8311
TELEPHONE NUMBER	0169738740/1/2/3/4	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Hopolang.lebusa@metsimaholo.gov.za
E-MAIL ADDRESS	N/A		



MBD1

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bid: PART A: APPOINTMENT PANEL OF CONSULTANT TO ASSIST WITH PREPARATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENT FOR THE PERIOD OF 36 MONTHS ON AS AND WHEN REQUIRED BASIS

PART B: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSETS MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSETS REGISTER FOR THE PERIOD OF 36 MONTHS.

Bid Number: MLM 23/2022/23

Closing Time: 11:00

Closing date: 14 APRIL 2023

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	
-	At:	
-	Brand and Model	
-	Country of Origin	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
			*Delivery: Firm/Not firm
-	Delivery basis	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable.



COMPLIANCE REQUIREMENTS

NOTE: THE BELOW COMPLIANCE REQUIREMENTS ARE FOR both **Part A:** APPOINTMENT PANEL OF CONSULTANT TO ASSIST WITH PREPARATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENT FOR THE PERIOD OF 36 MONTHS ON AS AND WHEN REQUIRED BASIS AND **Part B** APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSETS MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSETS REGISTER FOR THE PERIOD OF 36 MONTHS.

NO	RETURNABLES	NOTES
1	A copy of a CSD summary report OR CSD number.	<ul style="list-style-type: none"> • CSD full report or summary report OR CSD number. • Municipality may not make any award to a person whose tax matters are not complaint with SARS, please note that tax compliance will be verified before any award.
2	Proof of company registration documents with the Director's details must be attached.	<ul style="list-style-type: none"> • The company registration documents must indicate the company and Director's details. • In a case where the Director has changed names, proof of name change must be attached.
3	Fully completed and signed MBD forms	<ul style="list-style-type: none"> • Fully Completed and signed in handwriting and in black ink pen.
4	Fully completed Pricing Schedule	<ul style="list-style-type: none"> • Fully completed in handwriting and in black ink pen
5	Joint Venture Agreement	<ul style="list-style-type: none"> • If applicable submit a complete and signed JV agreement.
NB! The following documents will not be accepted: for number 6, 7 and 8 <ul style="list-style-type: none"> • Affidavits; Address confirmation letter; invoices from the body corporates or agents, rates and taxes of the lessor (without a lease agreement) and municipal tender / rates clearance letter. 		
6	Latest Municipal rates and taxes account for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.	<ul style="list-style-type: none"> • Submit strictly March 2023 or April 2023 municipal rates & taxes statement must be attached. • The submitted account must not be in arrears for more than 3 months. • In a case of Rates & Taxes Account being in a family member's name, ONLY MUNICIPAL Account where the address of the Account matches the address on the company registration documents will be accepted) if not in arrears for more than 3 months.



7	In the event of a tenant renting a lease agreement MUST be attached for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS/SHAREHOLDERS .	<p>The lease agreement must include the following:</p> <ul style="list-style-type: none"> • A valid copy of the lease agreement must be signed by (both Lessor and lessee). • The lease agreement must indicate dates of commencement and expiry or duration. • In a case where the lease agreement has expired and there is a clause indicating an automatic renewal the original lease agreement and a confirmation letter signed by Lessor must be attached. • In the occasion where the lease agreement has expired the original lease agreement AND extension must be attached with commencement and expiry dates or duration. <ul style="list-style-type: none"> • In a case of lease agreement being in a family member's name, the lease agreement will be accepted if the address on the lease matches the address on the company registration documents, AND ONLY if the lease agreement is valid.
	<p><i>Note: If the company registration document's physical address on lease agreement or the municipal rates and taxes statement is the same as the Director's physical address, we will accept for both Company & Director.</i></p>	
8	Municipal rates and taxes for bidders who are from the rural areas for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS/SHAREHOLDERS .	<ul style="list-style-type: none"> • In the event that the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.

Failure to comply with the above-mentioned terms and conditions will deem your bid to be disqualified.



PART A: PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY

APPOINTMENT PANEL OF CONSULTANT TO ASSIST WITH PREPARATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENT FOR THE PERIOD OF 36 MONTHS ON AS AND WHEN REQUIRED BASIS

ITEM	ELEMENT	WEIGHT
1	Project Manager – Minimum qualification (CA)SA with 5 years' experience in preparation of Annual Financial Statement in terms of GRAP (Max points 20) Note: CV with qualification must be attached.	20
2.	Administrative support including experience: 1 x Senior Accountant / Audit Manager with B. Com (Hons) or B. Accounting or equivalent completed articles registered with SAICA or ACCA or Professional Accountant Body (15 points) 2 x Accountant / Auditor with B. Com or equivalent registered with SAICA or ACCA or Professional Accountant Body (7.5 points for each accountant) 2 x Accounting Clerks with National Diploma in accounting / auditing or equivalent (5 points for each clerk) Note: Qualifications and relevant professional body certificate must be attached.	40
3.	Track Record (reference letters) similar project experience. The reference letter must confirm that the bidder experience improved audit outcome = 30 points ✓ Reference Maximum of 6 letters = 30 points (References points allocation 5 points per letter) (References must be submitted from a State/Government/ SOE.) NB: Acceptable reference letters will only be for the audit improvements from period starting from 2019 onwards.	30
4.	Tools to execute the project which must include: - Valid Caseware Licence confirmation	10
	TOTAL	100

Note: Only bidders who achieved a technical score of more than 75% per service category will be considered further in terms of B-BBEE



PART B: PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSETS MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSETS REGISTER FOR THE PERIOD OF 36 MONTHS.

ITEM	ELEMENT	WEIGHT
1	Civil Engineering – Minimum qualification Degree / B Tech in Engineering and valid associate / fellowship Registration Certificate from the Institute of Engineering (ECSA) with minimum 5 years' experience in Assets Management (Points 20) Note: CV with qualification must be attached.	20
2.	Administrative support including experience: Project Manager – Minimum qualification (CA)SA with 5 years' experience in Assets Management (Points 15) GIS Technician – Minimum qualification Diploma in Geographic Information System with 3 years' experience in Assets Management (Points 10) Property Valuers – Minimum qualification Diploma in Property Valuation, with minimum 3 years' experience with fellowship Registration Certificate from the Membership of the South African Council of Property Valuers Profession (SACVP) (Points 15) Note: CVs, Qualifications and relevant professional body certificate must be attached.	40
3.	Track Record (reference letters) similar project experience. The reference letter must confirm that the bidder experience improved audit outcome on Assets Management (Property, Plant and Equipment) = 30 points ✓ Reference Maximum of 6 letters = 30 points (References points allocation 5 points per letter) Acceptable reference letters will only be for the audit improvements from period starting from 2019 onwards.	30
4.	Tools to execute the project which must include the following: <ul style="list-style-type: none"> • Signed Confirmation letter on the bidder's letterhead that the following tools will be available. <ul style="list-style-type: none"> i. Geographical Information System (GIS), ii. Drone Camera, iii. HD Camera, iv. Vehicles (2.5 points will be allocated to each of the tool)	10
	TOTAL	100

Note: Only bidders who achieved a technical score of more than 75% per service category will be considered further in terms of B-BBEE.



**PART A: APPOINTMENT PANEL OF CONSULTANT TO
ASSIST WITH PREPARATION OF GRAP COMPLIANT
ANNUAL FINANCIAL STATEMENT FOR THE PERIOD OF
36 MONTHS ON AS AND WHEN REQUIRED BASIS**



Detail Scope of work or Terms of reference

PART A: APPOINTMENT PANEL OF CONSULTANT TO ASSIST WITH PREPARATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENT FOR THE PERIOD OF 36 MONTHS ON AS AND WHEN REQUIRED BASIS

The Municipal Finance Management Act, No. 56 of 2003 (MFMA) imposes upon the accounting officer the responsibility of preparing annual financial statements which— (a) fairly presents the state of affairs of the municipality or entity, its performance against its budget, its management of revenue, expenditure, assets and liabilities, its business activities, its financial results, and its financial position as at the end of the financial year; and (b) disclose the information required in terms of sections 123, 124 and 125

Metsimaholo Local Municipality would like to appoint a panel of registered professional service provider(s) to assist with compilation of annual financial statement support which include compilation, update and maintenance accounts reconciliations and compliance with Standard of GRAP for the period of 36 months in fulfilling the above legislative prescripts.

Panel

- The panel will be performance based appointment.

1. SCOPE OF WORK

The successful service provider will be expected to perform the following:

FINANCIAL STATEMENT AREA	SCOPE
Prior period errors	<ul style="list-style-type: none"> <input type="checkbox"/> Review AGSA Management letters and audit reports for 2020/2021 and 2021/2022 and identify all unresolved audit findings and help management to resolve them; <input type="checkbox"/> Prepare and audit file for prior period error adjustments; <input type="checkbox"/> Restate the opening trial balance and prepare GRAP compliant restatement note;
VAT	<ul style="list-style-type: none"> <input type="checkbox"/> Identify all VAT sensitive accounts as per Chart of Accounts and using VAT 419 guideline, verify that all transactions for the year were treated correctly for VAT; <input type="checkbox"/> Reconcile the VAT 201 and VAT SA from SARS to the VAT votes on general ledger;



Chart of Accounts	<input type="checkbox"/> Verify that vote descriptions clearly describe the accounts relating to different sections of the Trial Balance to allow for ease of use, trail and <input type="checkbox"/> general understanding of users.
Journals entries into the general ledger	<input type="checkbox"/> Obtain all journals posted into the general ledger and verify that they are accurate and adequately supported by underlying documentation; <input type="checkbox"/> Conduct In-house training sessions for the staff responsible for posting transactions to ensure that they are continuously on the look-out for erroneous postings, and understand the adequacy of information supporting journals;
Inventory (Consumables)	<input type="checkbox"/> Verify accuracy of inventory quantities at year end both current and prior. Make sure the stock sheets are complete and accurate; <input type="checkbox"/> Correct /update stock item descriptions so that the descriptions on the stock valuation report correctly describe the nature and type of inventory items; <input type="checkbox"/> Verify completeness and accuracy of stock issues and receipts in the general ledger; <input type="checkbox"/> Determine that NRVs of closing inventory in both current and prior year and prepare restatement journals and notes;
Revenue – (Rent Income)	<p>Reconcile the investment Properties register to the rent received, lease agreements and receipts;</p> <input type="checkbox"/> Verify that all properties rented are supported by lease agreement; <input type="checkbox"/> Verify that all rental income is accurately recorded in GL and that the VAT element is treated correctly; <input type="checkbox"/> Update Investment property register with properties that are on rentals register; <input type="checkbox"/> Verify that the investment properties register indicates the status of the investment property (Vacant, rented out etc); <input type="checkbox"/> Trace all the properties on the investment property register to the billing system and make sure there is no billing happening thereon; <input type="checkbox"/> Identify Old inactive tenant accounts and isolate all income billed in respect of such former tenants is reversed and that such accounts be closed to avoid overstating rental income and debtors. <input type="checkbox"/> Rent accruals – Reconcile rent income accrued to the signed lease Agreements;



	<ul style="list-style-type: none"> <input type="checkbox"/> Identify all investment properties that are occupied by tenants but they have no lease agreements and are not paying rent and quantify revenue loss. Advise council on an appropriate way forward. All properties with expired lease agreements should have the lease agreements renewed before end of year; <input type="checkbox"/> Identify all Municipal properties from the valuation roll and reverse all property rates revenue billed thereon. <input type="checkbox"/> Also make sure that these are marked as such on the system so that future billings will not happen on same. <p>Isolate all rent accounts on the debtors age analysis and make sure they are accurate and recoverable;</p>
Revenue (Prepaid Electricity)	<p>Reconcile sales reports received from Utility World Sales against the sales that are recorded on the system on a monthly basis;</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reconcile sales reports received from Utility World Sales against money that is deposited into the bank by Utility World Sales as well as record the commission paid to Utility World Sales as an expense in the books of the municipality; <input type="checkbox"/> Check Cut- off at year end to make sure debtors and revenue relating to prepaid electricity sold near year-end are recorded in the correct accounting period; <input type="checkbox"/> Deferred income - calculate a reasonable estimate of deferred income on Prepaid Electricity sold but not yet utilised by customers at year end. The income deferred in the previous year must then also be realised in the statement of financial performance.
Revenue (Selling of Municipal Land)	<p>Analyse the land sales receipts and verify that the revenue vote, amongst all other, includes income recorded with the correct VAT treatment. VAT should be deducted from the selling price of land and the output should be declared to SARS.</p>
Revenue - (Conventional Electricity and Water Sales)	<p>Carry out an exercise to identify all meters that have not been accruing charges and get correcting entries processed. The same applies to water meters which also have the same issues. All unread meters should be followed up and be billed in the following month. At year end, all missed billings should have adjustments posted by way of estimating the consumption.</p>



Debtors	<ul style="list-style-type: none"> <input type="checkbox"/> Complete master file information - the system master file for all debtors in the system be completed with all required details to identify a customer; <input type="checkbox"/> Identify all Municipal properties and confirm credit against the billing (debtor) account (Revenue forgone); <input type="checkbox"/> Perform Sub-Ledger to General Ledger Reconciliation and clear all differences; <input type="checkbox"/> Recalculate provision for doubtful debts in line with impairment provision methodology for both current and prior year and make adjustments into the general ledger; <input type="checkbox"/> Review and clear all suspense accounts;
Payables	<p>Review/Perform monthly Creditors Reconciliations to ensure that records are accurate;</p> <ul style="list-style-type: none"> <input type="checkbox"/> Review and reverse year-end accruals in the following financial year so that records for payables are not misstated; <input type="checkbox"/> Assist the municipality with reconciling retentions between the general ledger and projects' files; <input type="checkbox"/> Assist the municipality with reconciling and clearing any differences in the water and sanitation accounts and transactions between itself and the District Municipality.
Employee Costs	<p>Review/Perform Payroll reconciliations to ensure that payroll reports and general ledger agree. Variances noted from the reconciliation process must be posted to the respective GL accounts to bring the account in to balance and / or any discrepancies noted on the Payroll must be investigated and resolved timeously.</p>
Bank and Cash	<p>Review bank reconciliations and make sure all reconciling items are valid and cleared timely;</p>
Supply Chain Management	<p>Assist the Municipality with reconstructing the list of all irregular expenditures and then investigates all the expenditures in terms of the regulations and follow through all the legislated consequences management steps as stipulated in the Act.</p>
Training and skills transfer	<p>Carry out formal training and on the job training with the municipal staff on the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Preparation of audit files; <input type="checkbox"/> Preparation of financial statements of Case Ware; <input type="checkbox"/> GRAP items affecting the Municipality;



	<input type="checkbox"/> The service provider must note that all its work must be done together with municipal officials so that there will be an effective skills transfer. <input type="checkbox"/> Service provider to prepare a detailed skills transfer working plan
Preparation of financial statements	<input type="checkbox"/> Prepare draft financial statements for the Municipality in compliance with GRAP using Case Ware; <input type="checkbox"/> Prepare an audit file supporting all financial statement areas of the AFS; <input type="checkbox"/> Reconcile AFS to the audit file and supporting schedules to ensure they are accurate and complete;
Audit support	<input type="checkbox"/> Remain on the premises of the municipality for the entire project until audit is complete; <input type="checkbox"/> Attend audit steering committee meeting and respond to / advise the municipality of audit/AFS issues; <input type="checkbox"/> Respond to auditors requests for information and queries;

2. Evaluation criteria and weightings

Bids shall be evaluated in terms of the following process:

2.1 Phase 1: Compliance

Failure to comply with the requirements assessed in Phase 1 (compliance page 7-8), may lead to disqualification of bids.

2.2. Phase 2: Technical/ Functionality Evaluation

Bid responses will be evaluated in accordance with the Functional criteria as follows:

2.2.1. Mandatory Functional/ Technical Requirements

All bid responses that do not meet the Mandatory Functional Requirements will be disqualified and will not be considered for further evaluation on the Non- Mandatory Functional Requirements. The Mandatory Functional Requirements are **(Page 9)**

Failure to comply with the Mandatory Functional Requirements assessed in phase 2 will lead to your bid not being considered for further evaluation.

2.3. Phase 3: Request for proposals

Bidders who have met the minimum compliance and functionality requirements will be requested to provide the municipality with proposals.



Pricing Schedule

NO	PERSONNEL	RATE PER HOUR (Per personnel)
1.	Project Manager – Minimum qualification (CA)SA with 5 years' experience in preparation of Annual Financial Statement in terms of GRAP	R
2.	Administrative support including experience:	
	1 x Senior Accountant / Audit Manager with B. Com (Hons) or B. Accounting or equivalent completed articles registered with SAICA or ACCA or Professional Accountant Body	R
	2 x Accountant / Auditor with B. Com or equivalent registered with SAICA or ACCA or Professional Accountant Body	R
	2 x Accounting Clerks with National Diploma in accounting / auditing or equivalent	R



PART B: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSETS MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSETS REGISTER FOR THE PERIOD OF 36 MONTHS.



PART B: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSETS MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSETS REGISTER FOR THE PERIOD OF 36 MONTHS.

The Municipal Finance Management Act, No. 56 of 2003 (MFMA) imposes upon the accounting officer the responsibility to establish and maintaining a system of internal control over assets, and to take appropriate steps to safeguard the assets under the control of the Municipality.

Metsimaholo Local Municipality would like to appoint a registered professional service provider(s) to assist with assets management support which include compilation, update and maintenance of GRAP Compliant Assets Register for the period of 36 months in fulfilling the above legislative prescripts.

1. SCOPE OF WORK

The successful service provider will be expected to perform the following:

Provide the GRAP compliant assets register by:

- Reviewing and assisting in the resolution of prior period audit issues relating to assets,
- Performing a completeness and existence testing of all assets,
- Identification and verification of all movable and immovable assets including tagging,
- Allocation of GPS Coordinates of all immovable assets,
- Unbundling and componentization of immovable assets (additions),
- Condition assessment of all immovable assets and all movable assets (land and buildings and Infrastructure assets),
- Reassessing useful lives of assets which have reached their EUL and have zero net book values,
- Reassessment of impaired assets value and calculation of impaired losses,
- Adjustment for prior period error for impairment,
- Updating registers for movements during the year (additions, disposals, etc.)
- Review the work in progress register for completeness, misclassifications
- Reconciliation between general Ledger and the asset registers,
- Test and calculate depreciation on the financial system,
- Preparing disclosure notes for PPE in accordance with GRAP provisions and other applicable standards.
- Adhere to all required legislation.
- Assist during the audit and address all issues raised by the AG.



2. Activity

1	Preparation of a GRAP compliant assets register	
2	Review the current status of assets management, assets register, Auditor General Management Report findings on assets and preparation of a project plan to be implemented	
3	Provide information for Asset Management Software System upload	
3.1	Prepare component level data for all infrastructure assets taking into account completed projects, capital renewals and fair valuation of assets for uploading into the assets Management System as per mSCOA requirements.	
4	Maintenance of the asset registers and update the assets register with changes to infrastructure asset	
4.1	Identifying and calculating the value of the assets and any backlog depreciation, if, applicable	
4.2	Updating the assets register with immovable property registered in the name of the municipality and reconciling the asset register with the valuation roll and records from the deeds office	
4.3	Validate all intangible asset (servitudes)	
4.4	Determining impairment losses when they become apparent	
4.5	Determine and implement any changes to useful life and expected remaining useful life of such assets where applicable	
4.6	Calculate depreciation of assets at a component level	
4.7	Update the assets register with completed projects soon after completion	
4.8	Ensure that Property, Plant and Equipment are accounted for at cost, however where cost cannot be established, determine the fair value	
5	Verification of assets	
5.1	Assist the municipality with the physical verification of moveable and immovable assets to ensure that existence and completeness of the assets	
6	Ensure data integrity	
6.1	Ensure that the data on the asset register is valid, accurate, complete and GRAP compliant	
6.2	Ensure that assets on the asset register are correctly classified and assets descriptions are correct	
7	Year-end	
7.1	Review impairments and asses for possible impairment reversals	
7.2	Review and adjust useful life and residual values of all movable and immovable assets	
7.3	Review the WIP register and ensure that all completed assets are appropriately capitalised.	
7.4	Prepare the provision for restoration (i.e. Landfill sites)	



7.5	Submit a final GRAP compliant asset register to the municipality	
7.6	Prepare and submit journal for updating of accounting records,	
7.7	Prepare lead sheets, disclosure notes and supporting schedule to enable the municipality to disclosure all in terms of GRAP on its financial statements.	
8	Audit support	
8.1	Provide assistance during audit and assist with resolving all audit queries relating to the appointment, including accompanying auditors on site visits, attending meetings to resolve audit findings in order to archive an unqualified audit opinion	
8.2	Assist with the implementation of audit recommendation to ensure non-recurrence of the findings	
9	Skills transfer	
9.1	Draft and implement a detailed skills transfer plan within a month of appointment. The plan will be developed over a three-year period to ensure that in the last year 75% of the work is performed internally.	
9.2	Provide training to staff members on the management of assets and maintenance of the asset register.	

3. Evaluation criteria and weightings

Bids shall be evaluated in terms of the following process:

3.1 Phase 1: Compliance Requirements:

Failure to comply with the requirements assessed in Phase 1 (compliance page 7-8), will lead to disqualification of bids.

2.2. Phase 2: Technical/ Functionality Evaluation

Bid responses will be evaluated in accordance with the Functional criteria as follows:

2.2.1. Mandatory Functional/ Technical Requirements

All bid responses that do not meet the Mandatory Functional Requirements will be disqualified and will not be considered for further evaluation on the Non- Mandatory Functional Requirements. The Mandatory Functional Requirements are **(Page 10)**

3.3. Phase 3: B-BBEE

All bids that achieve the minimum qualifying score for Functionality (acceptable bids) will be evaluated further in terms of Pricing and B-BBEE, as follows:

CRITERIA	WEIGHT
Pricing	80
B-BBEE	20



NO	PERSONNEL	RATE PER HOUR
1.	Civil Engineering – Minimum qualification Degree / B Tech in Engineering and valid associate / fellowship Registration Certificate from the Institute of Engineering (ECSA) with minimum 5 years' experience in Assets Management	R
2.	Administrative support including experience:	
	Project Manager – Minimum qualification (CA)SA with 5 years' experience in Assets Management	R
	GIS Technician – Minimum qualification Diploma in Geographic Information System with 3 years' experience in Assets Management	R
	Property Valuers – Minimum qualification Diploma in Property Valuation, with minimum 3 years' experience with fellowship Registration Certificate from the Membership of the South African Council of Property Valuers Profession (SACVP)	R
	TOTAL (excluding Vat)	R
	15% Vat	R
	TOTAL	R

ANNUAL PRICE ESCALATION IN PERCENTAGE		
2 ND YEAR		%
3 RD YEAR		%

* The municipality reserves the right to negotiate the percentage escalation.

**MBD 4****DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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, hareholder²):.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars.
-



¹MSCM 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.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....



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

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....



Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

**MBD 6.1**

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

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

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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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



- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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



Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or



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

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

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

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

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

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

Black economic empowerment in terms of the B-BBEE

Points will be allocated in terms of the B-BBEE scorecard as follows: B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

A bidder must submit proof of its B-BBEE status level contributor [scorecard] or B-BBEE sworn affidavit.

**Proof of B-BBEE status level of contributor**

- the B-BBEE status level certificate issued by an authorised body or person
- a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –



- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		



4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 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 (MBD 9) must be completed and submitted with the bid:

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

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



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

Of : _____ that:

(Name of Bidder)

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.

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

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



.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- (iii) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (iv) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



TABLE OF CLAUSES

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



General Conditions of Contract

1. Definitions

1. 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 supplies are so

delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 5 RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and



includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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



3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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 as 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

5.3 Except for purposes of performing the contract.

5.4 Any document, other than the contract itself mentioned in GCC clause

5.5 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.

5.6 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.



7. Performance security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



8.7 Any contract supplies may on or after delivery be inspected, tested or 8 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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



13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.



15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 10 such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.



20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 11 supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed



services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any 12 person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

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



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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which 13 may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not



prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be

deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



Supply Chain Management Unit hereby invites bids for the following requirements:

Bid No. MLM	Bid Description	Evaluation Criteria	Bid Fee	Preferential procurement goals (80/20)	Closing Date	Technical Contact Person
23/2022/23	Appointment of a panel of consultant to assist with preparation of annual financial statement Part B : Appointment of a service provider for compilation of fixed assets register for a period of three years on as and when required basis	80/20 Price, BBBEE and functionality	R 600.00	BBBEE The allocation of breakdown is in the tender document	14 April 2023 @11h00 FINANCE BUILDING FLOOR FOYER	Mr H. Lebusa 016 973 8311

Bids terms and conditions:

- Bids shall be evaluated and adjudicated in accordance with the Supply Chain Management Policy of Metsimaholo Local Municipality.
- WHERE A COMPULSORY BRIEFING SESSION IS REQUIRED, THE ONUS IS ON THE BIDDER TO ATTEND AND ARRIVE ON TIME, AS LATE ARRIVALS SHALL NEITHER BE ALLOWED INTO THE VENUE NOR WILL THEY BE PERMITTED TO SIGN THE ATTENDANCE REGISTER, AND THEREBY THEY WILL BE DEEMED TO BE ABSENT AND THEIR BIDS SHALL NOT BE CONSIDERED.**
- Tender documents will be available at the **SCM Office, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg, finance building, 1st floor.**
- Non-refundable tender document fee is payable in cash between 07:30am and 15:30pm at the **cashiers in the Rates Hall, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg.**
- TENDER DOCUMENTS CAN ALSO BE DOWNLOADED ON E-TENDER @www.etenders.gov.za**
- The municipality reserves the right to accept the tender in part or totally reject it.
- Tenders endorsed with their specific Tender Numbers must be placed in the tender box located at Metsimaholo Local Municipality, Ground floor, Finance Building, 10 Fichardt Street, Sasolburg.**
- Late tenders will not be accepted.
- Incomplete tenders may be disqualified.
- No faxed or e-mailed tenders shall be accepted.
- The municipality reserves the right to accept any tender price and not necessarily the lowest, and to withdraw any bid before the award.
- Bidders must comply with the requirements as specified in a tender document; failure to comply may lead to non-consideration (disqualification).
- Bids from the persons in the service of the state such as Councillors, and other elected representative (MPs, MPLs), public servants, national and provincial, municipal officials, directors of public and municipal entities are barred from engaging in business with the municipality.

ADV L.M.A MOFOKENG

Municipal Manager

Notice No: 18/2022/2023



**BIDDER MUST USE THE ANNEXURE'S ATTACHED
HERETO TO INCLUDE THE REQUIRED RETURNABLE
DOCUMENTS**

**NB: None submission of this supporting documents may
lead to disqualification**



ANNEXURE A

Central Supply Database (CSD) Summary Report



ANNEXURE B

Company Registration Document

Certificate issued by Companies and Intellectual Property Commission



ANNEXURE C

Joint venture agreement (If applicable)



ANNEXURE D

Latest Municipal rates and taxes account OR lease agreement for the COMPANY



ANNEXURE E

**Latest Municipal rates and taxes account OR lease
agreement for the DIRECTORS / TRUSTEES /
MEMBERS / SHAREHOLDERS**



**BIDDER MUST USE THE ANNEXURE'S ATTACHED
HERETO TO INCLUDE THE REQUIRED
RETURNABLE DOCUMENTS FOR FUNCTIONALITY**

**PART A: APPOINTMENT PANEL OF CONSULTANT
TO ASSIST WITH PREPARATION OF GRAP
COMPLIANT ANNUAL FINANCIAL STATEMENT
FOR THE PERIOD OF 36 MONTHS ON AS AND
WHEN REQUIRED BASIS**

**NB: None submission of this supporting
documents will lead to no points award**



ANNEXURE F

**PROJECT MANAGER – MINIMUM QUALIFICATION (CA)SA WITH 5
YEARS' EXPERIENCE IN PREPARATION OF ANNUAL FINANCIAL
STATEMENT IN TERMS OF GRAP**



ANNEXURE G

ADMINISTRATIVE SUPPORT INCLUDING EXPERIENCE:

1 X SENIOR ACCOUNTANT / AUDIT MANAGER WITH B. COM (HONS) OR B. ACCOUNTING OR EQUIVALENT COMPLETED ARTICLES REGISTERED WITH SAICA OR ACCA OR PROFESSIONAL ACCOUNTANT BODY



ANNEXURE H

**2 X ACCOUNTANT / AUDITOR WITH B. COM OR EQUIVALENT
REGISTERED WITH SAICA OR ACCA OR PROFESSIONAL
ACCOUNTANT BODY (7.5 POINTS FOR EACH ACCOUNTANT)**



ANNEXURE I

**2 X ACCOUNTING CLERKS WITH NATIONAL DIPLOMA IN
ACCOUNTING / AUDITING OR EQUIVALENT (5 POINTS FOR EACH
CLERK)**



ANNEXURE J

**TRACK RECORD (REFERENCE LETTERS) SIMILAR PROJECT
EXPERIENCE. THE REFERENCE LETTER MUST CONFIRM THAT
THE BIDDER EXPERIENCE IMPROVED AUDIT OUTCOME**



**BIDDER MUST USE THE ANNEXURE'S ATTACHED
HERETO TO INCLUDE THE REQUIRED
RETURNABLE DOCUMENTS FOR FUNCTIONALITY**

**PART B: APPOINTMENT OF A PROFESSIONAL
SERVICE PROVIDER FOR ASSETS MANAGEMENT
SUPPORT WHICH INCLUDE COMPILATION,
UPDATE AND MAINTENANCE OF GRAP
COMPLIANT ASSETS REGISTER FOR THE PERIOD
OF 36 MONTHS**

**NB: None submission of this supporting
documents will lead to no points award**



ANNEXURE K

CIVIL ENGINEERING – MINIMUM QUALIFICATION DEGREE / B
TECH IN ENGINEERING AND VALID ASSOCIATE / FELLOWSHIP
REGISTRATION CERTIFICATE FROM THE INSTITUTE OF
ENGINEERING (ECSA) WITH MINIMUM 5 YEARS' EXPERIENCE IN
ASSETS MANAGEMENT



ANNEXURE L

ADMINISTRATIVE SUPPORT INCLUDING EXPERIENCE:

PROJECT MANAGER – MINIMUM QUALIFICATION (CA)SA WITH 5 YEARS' EXPERIENCE IN ASSETS MANAGEMENT



ANNEXURE M

GIS TECHNICIAN – MINIMUM QUALIFICATION DIPLOMA IN GEOGRAPHIC INFORMATION SYSTEM WITH 3 YEARS' EXPERIENCE IN ASSETS MANAGEMENT



ANNEXURE N

PROPERTY VALUERS – MINIMUM QUALIFICATION DIPLOMA IN PROPERTY VALUATION, WITH MINIMUM 3 YEARS' EXPERIENCE WITH FELLOWSHIP REGISTRATION CERTIFICATE FROM THE MEMBERSHIP OF THE SOUTH AFRICAN COUNCIL OF PROPERTY VALUERS PROFESSION (SACVP)



ANNEXURE O

TRACK RECORD (REFERENCE LETTERS) SIMILAR PROJECT EXPERIENCE. THE REFERENCE LETTER MUST CONFIRM THAT THE BIDDER EXPERIENCE IMPROVED AUDIT OUTCOME ON ASSETS MANAGEMENT (PROPERTY, PLANT AND EQUIPMENT)



ANNEXURE P

TOOLS TO EXECUTE THE PROJECT WHICH MUST INCLUDE THE FOLLOWING:

- SIGNED CONFIRMATION LETTER ON THE BIDDER'S LETTERHEAD THAT THE FOLLOWING TOOLS WILL BE AVAILABLE.
 - i) GEOGRAPHICAL INFORMATION SYSTEM (GIS),
 - ii) DRONE CAMERA,
 - iii) HD CAMERA,
 - iv) VEHICLES