



KAAP AGULHAS MUNISIPALITEIT
CAPE AGULHAS MUNICIPALITY
U MASIPALA WASECAPE AGULHAS

**TENDER: FINANCIAL MANAGEMENT &
ACCOUNTING SERVICES FOR A PERIOD OF 3
YEARS
SCM40/2025/26**

| | | |
|----------------------------|---------------------------------------|----------------|
| BIDDERS NAME: | <hr/> | |
| CONTACT NUMBERS | Phone: | e-mail: |
| BBBEE STATUS LEVEL | | |
| CSD REGISTRATION NR | MAAA | |
| BID AMOUNT: | R <hr/> (VAT inclusive) | |

| | |
|--------------------------|-----------------------|
| For Office Use | OFFICIAL STAMP |
| Official 1: | |
| Official 2: | |

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CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

The bidder **MUST ENSURE** that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

| | | | | | |
|-----|--|-----|--|----|--|
| 1. | Completed page containing the details of bidder | Yes | | No | |
| 2. | Specifications & Pricing Schedules - Is the form duly completed and signed? | Yes | | No | |
| 3. | (CAMBD 2) Are a Tax Compliance status pin attached | Yes | | No | |
| 4. | (Schedule 1 A) Authority of Signatory - Is the form duly completed and signed? | Yes | | No | |
| 5. | (Schedule 1B) Enterprise Questionnaire -Is the form duly completed and signed? | Yes | | No | |
| 6. | (Schedule 1C) Documents of Incorporation - Is the form duly completed and signed? | Yes | | No | |
| 7. | (Schedule 1D) Payment of Municipal Accounts - Is the form duly completed and signed? | Yes | | No | |
| 8. | (Schedule 1E) B-BBEE certificate - Is the form duly completed and signed? Is a <u>certified or an original certificate attached</u> | Yes | | No | |
| 9. | Form of Offer - Is the form duly completed and signed? | Yes | | No | |
| 10. | Contract data - Is the form duly completed and signed? | Yes | | No | |
| 11. | (CAMBD 4) declaration of interest- Is the form duly completed and signed? | Yes | | No | |
| 12. | (CAMBD 6.1) Preference points claimed- Is the form duly completed and signed? | Yes | | No | |
| 13. | (CAMBD 8) Signed declaration of bidder's past supply chain management practices | Yes | | No | |
| 14. | (CAMBD 9) Prohibition of Restrictive Practices be completed and signed. | Yes | | No | |
| 15. | All bids must be submitted in writing on the official forms (not re-typed). | Yes | | No | |
| 16. | Bidder must initial every page of this bid document. | Yes | | No | |


CERTIFICATION

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

Signed Date

Name Position

Tenderer

| | | | |
|---|---|--|--|
|  | CAPE AGULHAS MUNICIPALITY | | |
| | REQUEST FOR TENDERS | | |
| | ADVERTISED ON | MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; NATIONAL TREASURY e-TENDER | |
| | TENDER NO: | SCM40/2025/26 | |
| Tenders are hereby invited for: | FINANCIAL MANAGEMENT & ACCOUNTING SERVICES FOR A PERIOD OF 3 YEARS | | |
| PUBLISHED DATE: | 21 November 2025 | CLOSING DATE: | 30 January 2026 |
| CLOSING TIME: | No later than 12H00. Tenders will be opened immediately thereafter, in public at the Cape Agulhas Municipality, 1 Dirkie Uys Street, Bredasdorp. | | |
| AVAILABILITY OF BID DOCUMENTS: | | | |
| Tender documents are available from Me G Koopman at telephone number 028-425-5500 during office hours or email at geraldinek@capeagulhas.gov.za . | | | |
| Date Available: | 21 November 2025 | Non-refundable Fee: | R 0. 00 |
| BID RULES: | | | |
| <ol style="list-style-type: none"> Tenders are to be completed in accordance with the conditions and Tender rules contained in the Tender document. The Tender Document & supporting documents must be placed in a sealed envelope and externally endorsed with: THE TENDER NUMBER; DESCRIPTION & CLOSING DATE OF TENDER. Tender Documents must be deposited in the Tender Box, at Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280. Tenders may only be submitted on the Tender documentation issued by the Municipality. A Tax Compliance status pin as issued by the South African Revenue Service, must be submitted together with the tender The two-stage bidding process will be followed in evaluating this tender. Firstly, it will be evaluated for functionality and thereafter for price and preference The Cape Agulhas Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept ant tender, as it may deem expedient. Tenderers are required to be registered on the Accredited Supplier Database (CSD) from the website https://secure.csd.gov.za | | | |
| Tenders shall be evaluated in terms of the Cape Agulhas Municipality Supply Chain Management Policy & Preferential Procurement | | Suppliers may claim preference points in terms of the 80/20 . Price: 80 Specific Goals: (20) a) B-BBEE Status Level contributor: 10 b) Locality of Supplier: 10 Total Points: 100 | |
| Site Meeting / Information Session | | n/a | |
| | | Validity Period | 90 days |
| ANY ENQUIRES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO: | | ANY ENQUIRES REGARDING THE QUOTING PROCEDURE MAY BE DIRECTED TO: | |
| Division | BUDGET & TREASURY | Division | Supply Chain Management |
| Contact Person: | Mr Johayn Johnson | Contact Person: | Ms. G Koopman |
| Tel: | e-mail Enquires Only | Tel: | e-mail Enquires Only |
| E-mail: | johaynj@capeagulhas.gov.za | E-mail: | geraldinek@capeagulhas.gov.za |

H KRÖHN
ACTING MUNICIPAL MANAGER
PO BOX 51
BREDASDORP
7280

PART A INVITATION TO BID

| | | | |
|---|--|---------------|-----------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY | | | |
| BID NUMBER: | SCM40/2025/26 | CLOSING DATE: | 30 January 2026 |
| DESCRIPTION | FINANCIAL MANAGEMENT & ACCOUNTING SERVICES FOR A PERIOD OF 3 YEARS | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | |

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

| | | | |
|---|--|--|---|
| CAPE AGULHAS MUNICIPALITY | | | |
| 1 DIRKIE UYS STREET | | | |
| BREDASDORP | | | |
| 7280 | | | |
| SUPPLIER INFORMATION | | | |
| NAME OF BIDDER | | | |
| POSTAL ADDRESS | | | |
| STREET ADDRESS | | | |
| TELEPHONE NUMBER | CODE | NUMBER | |
| CELLPHONE NUMBER | | | |
| FACSIMILE NUMBER | CODE | NUMBER | |
| E-MAIL ADDRESS | | | |
| VAT REGISTRATION NUMBER | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | OR | CSD No: |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <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 | |
| CAPAMUNICIPALITY UNDER WHICH THIS BID IS SIGNED | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT | FINANCE: SCM | DEPARTMENT | Budget & Treasury |
| CONTACT PERSON | Geraldine Koopman | CONTACT PERSON | Mr Johayn Johnson |
| TELEPHONE NUMBER | 028 425 5500 | TELEPHONE NUMBER | 028 425 5500 |
| E-MAIL ADDRESS | geraldinek@capeagulhas.gov.za | E-MAIL ADDRESS | johayni@capeagulhas.gov.za |

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, 2022, 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:

CAPAMUNICIPALITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TERMS OF REFERENCE / SCOPE OF WORK

1. SCOPE

The Contract entails the provision of specialist project accounting services to Cape Agulhas Municipality, to enhance the municipal expertise to prepare the GRAP/ mSCOA compliant Annual Financial Statements (AFS) for the period ending 30 June 2028. Cape Agulhas Municipality herewith extends this invitation to call for tenders from suitably skilled, capacitated and experienced Service Providers in the field of municipal financial accounting and who meet the eligibility criteria set out in the conditions of tender.

2. BACKGROUND

2.1 In terms of the Government Gazette No. 37577 issued 22 April 2014,

- a) The Municipal Regulations on a Standard Chart of Accounts (mSCOA) is currently applicable to all municipalities and municipal entities. The Municipality therefore needs to enhance the municipal expertise to compile GRAP and MSCO A compliant Annual Financial Statements for each financial year over the contracting period. Over the contract period 2025 ending on 30 June 2028.
- b) The Accounting Officer of the municipality must take the necessary steps to ensure that the regulation is implemented and must ensure that the responsible officials have the necessary skills and capacity by providing for training. In this regard a proper schedule of skills transfer must be presented to the Senior Manager: Financial Statements and Assets in the first week of commencement of the signed appointment by the municipality.

2.2 Cape Agulhas Municipality is proud to have obtained multiple clean audits since the inception of GRAP. The municipality has a reputation for delivering excellent transparent financial reporting. It is the finance department's strategy to manage our affairs beyond compliance. This results therein that critical issues are evaluated, challenged and resolved in a manner that exceeds the expectation of our existing support structures. Benchmark reporting requires specialised judgement which require complex reviews in order to ensure that at all times we meet our legislative requirements.

- a) It is therefore specifically recorded that a penalty of 10% of the total contract value in respect of the cost to prepare the AFS, will be applicable in such event that the municipality receives an audit report with a Section 122 paragraph as a result of material misstatements, corrections or omissions.
- b) The penalty will be increased to 15% of the total contract value post the issuing of a potential qualified signed final audit report.
- c) The successful tenderer will assist with projects within the scope of the appointment. Each project will have an agreed timeframe. Failure to deliver within such timeframe will result in an automatic 5% penalty for said project plan. This does not preclude/override any terms of the General Conditions of Contract.

2.3 The objective of this bid is to appoint a specialist and appropriately capacitated firm of consultant/s to undertake the accounting services for the Cape Agulhas Municipality for a period not exceeding three (3) years from the date of signing. The Municipality will only enter into contract with the preferred Service Provider on the basis that the aforementioned penalties form part of the tender contract.

2.4 Cape Agulhas Municipality has a strict cost-containment policy. In order to ensure that all tenderers meet such policy, management has made the decision that all quoted rates per consultant category must include travel and subsistence, admin and other related charges. The municipality will not accept any tenders that contain costs other than the details specified below and will not reimburse the successful tenderer for any costs other than those specifically requested below.

2.5 The tender period is from the date of signing to 30 June 2028. Year 1 tariffs will commence on the date of signing and will escalate annually from 1 July 2026 of the following year. No other escalation date will be accepted or negotiated.

The service provider to ensure that the municipality compile GRAP/MSCOA/MFMA/MSCMR compliant Annual Financial Statements and assist with the issues as identified under the scope below inclusive of skills being transferred to the identified staff of Cape Agulhas Municipality.

The successful tenderer would need to ensure that all staff working with data subjects as defined in POPIA is duly authorised to view the data. Data integrity and lawful processing is critical in this regard.

This tender is rate based; hence the municipality reserves the right to amend the service requirement at its discretion in order to meet budget or operational requirements.

Cape Agulhas Municipality currently utilizes the Vesta/Phoenix Financial System.

4. ELIGIBILITY CRITERIA

Only tenderers appropriately capacitated with the required experience and skills as set out per the minimum tender requirements below will be eligible to submit tenders. Whilst these requirements are primarily financial accounting focussed, specialised services in terms of the field of asset management (such as engineering support services) and budget support are essential for ensuring that we meet our said strategic objective.

5. SCOPE OF THE SERVICES

The service scope is to undertake the accounting services for the Cape Agulhas Municipality and the implementation thereof, reporting directly to the designated official.

4.1. Accounting & financial management services to ensure GRAP compliant Annual Financial Statements and mSCOA implementation and conversion which could include:

Crucially, Cape Agulhas Municipality Financial Management will indicate which of the services are required on an ad-hoc basis. The methodology submitted by the tenderer should outline the risks and level of services required based on the list provided as well as other services the tenderer expects given recent audit findings at other clients of the tenderer.

- 4.1.1) A detailed review of our AFS to ensure compliance with GRAP, all related interpretations, guidelines, position papers and other communication issued by the Accounting Standards' Board (ASB), NT and MSCOA circulars,
 - a. GRAP 1, 2 and 3 detailed review reports should be provided,
 - b. The use of a GRAP disclosure template would be advised when assessing the annual financial statements for compliance with all of the relevant requirement insofar the said objective of a clean audit,
- 4.1.2) A detailed review of all accounting policies in comparison to new developments in the public sector sphere (changes in standards, changes in best practice, changes in MFMA requirements or changes in MSCOA). The relevant review notes needs to clearly indicate how items were resolved with particular reference to our approach to reduce boilerplate disclosure,
- 4.1.3) A detailed review and assistance of all estimates and supporting working papers, including assistance with finding a suitable service provider/s for providing the following reports:
 - a. Post-employment Benefits,
 - b. Traffic Fines
 - c. Rehabilitation of landfill sites
 - d. Debtors impairments and GRAP 104 (2019 version of the standard)

- e. Water inventory losses and related estimates
 - f. Asset register related estimates
 - g. Changes in estimates
 - h. Principle Agent Arrangements
- 4.1.4) Assistance with the development and second independent review of benchmark accounting practices and relevant Standard Operating Procedures so as to simplify the GRAP requirements for use by non-financial departments within the municipality,
- 4.1.5) Where needed, assistance with and second independent review of the drafting of position papers and Public Sector Accounting Forum items so as to ensure consistency within the national, provincial and local government spheres,
- 4.1.6) Review of the audit file in comparison with the annual financial statements with a detailed report of each component and how useful information was for purposes of reviewing the annual financial statements (logical flow for purposes of the audit as an example),
- 4.1.7) Review the municipal classification and disclosures with reference to GRAP 1, 9 and 23,
- 4.1.8) Assist the municipality with all AFS consistency matters. The below is some issues (non-exhaustive list) already known to Cape Agulhas Municipality as areas where consistency needs to be sought. The service provider would need to give comment on the appropriateness of Cape Agulhas Municipality's accounting treatment as well as provide recommendations as to ensure consistency with at least the major local municipalities within the province (and where possible nationally),
- a. Water inventory and water losses
 - b. Accounting for landfill sites
 - c. Vesting of land and our IGRAP 18 methodology
 - d. Availability and Development Charges
 - e. VAT and grants
- 4.1.9) Review of Revenue and Receivables as per requests. Some examples (non-exhaustive list) are provided below:
- a. Classification of receivables and revenue as exchange or non-exchange
 - b. Classification of receivables as Statutory Receivables or Financial Instruments
 - c. Impairment methodology, calculations and disclosures
 - d. Alignment of billing to MSCOA
 - e. Annual tariff file in comparison to the tariff policy
 - f. Valuation reconciliation review
 - g. The general valuation of debtors such as discounting, impairment indicators, payment ratios etc.
 - h. General revenue support requests
- 4.1.10) A detailed review of all MFMA disclosures and supporting working papers, inter alia, distribution losses, suppliers with an interest of state, etc.,
- 4.1.11) Where needed, the municipality shall request specialist support regarding the Property Rates Policy and Tariffs aligned to the updated expectation emanating from legislation and MSCOA interpretations
- 4.1.12) A detailed review of any non-trial balance disclosures, such as GRAP 19 contingencies, budget comparison statement, cash flow calculations, related parties, going concern, etc.,
- 4.1.13) A detailed the review of all Expenditure and Payables cycle. Some examples (non-exhaustive list) are provided below:
- a. Review the VAT – Vat Apportionment, VAT in terms of MSCOA Circulars and MFMA Budget Circulars

- b. Review of the treatment of Grants
 - c. Review of our processes to ensure that all invoices are paid within 30 days of the relevant date
 - d. Subsequent payments testing in order to ensure that the accruals are accurate and complete
 - e. Review of the commitments with reference to the outstanding orders and SCM processes concluded close to year end,
 - f. Review of the classification of expenditure in terms of the payroll system and MSCOA requirements
 - g. Review of the classification of expenditure such as classification between other materials, contracted services, operational costs, gains and losses etc.
- 4.1.14) Ensure timeous response to audit requests and queries,
- 4.1.15) Once the audit opinion has been issued, we expect the successful tendered to take joint accountability to ensure that all uncorrected errors are resolved by 31 January of the financial period after the date of such audit opinion. This would entail regular follow-up and detailed assistance in the process to resolve the finding as well as to review the treatment within the AFS as it pertains to GRAP 3,
- 4.1.16) The service provider may be requested to provide on-going technical interpretation support as the municipality shifts from a GRAP AFS template towards implementing the annually updated NT specimen AFS. The transition to the specimen AFS is regarded a long-term project and the tenderer may be used to enhance management's project management in this regard.
- 4.1.17) Any other special needs requests as identified by the Senior Manager: Financial Statements and Assets.
- 4.1.18) Any ad-hoc financial related matters in relation to the project as determined by the Chief Financial Officer (CFO) during the project will be added as project deliverables.

In order to give guidance to the AFS timelines and the staff composition to support Cape Agulhas Municipality, the tenderer should be aware of the following key dates:

| Deliverable | Date (expected) |
|--|------------------------|
| Update to Financial Policies | 30 March |
| Review and updates to Accounting Policies | 30 March |
| Audit Action Plan – update to necessary controls | 30 March |
| Completion of year-end plan | 31 May |
| Roll-over AFS to ensure the Comparative figures for the AFS is credible given any and all changes in GRAP and audit expectations | 31 May |
| Review of classification and other presentation and disclosure requirements | 31 May |
| Finalisation of Assets | 7 August |
| Submission of AFS to external reviewer | 17 August |
| Submission of AFS to Audit Committee (after reviewer confirmed all notes were addressed) | 23 August |
| Key audit support period – turnaround time maximum 2 days | November |
| Training requirements based on audit | February and March |

4.2 Asset register services: Assistance with the implementation of an integrated asset management strategy:

4.2.1) General:

- a. Ensure classification mapping is in accordance with mSCOA framework
- b. Review the municipal asset hierarchy
- c. Review the municipal asset unbundling methodology
- d. Review the useful lives, residual values and depreciation and impairment calculations
- e. Assist and/or review the annual impairment processes for the budget or AFS periods as requested (including provision of valuation values where needed)
- f. Review and/or drafting of all asset related forms and standard operating procedures with the aim of budgeting and transacting for assets as per best practices aligned to MSCOA (e.g. planned and preventative maintenance)
- g. Review the retentions for the year aligned to the audit risk
- h. Periodic ad-hoc physical verification projects. The local community should be approached as sub-contracted staff when large verification projects are envisaged
- i. Ad-hoc requests for the asset department as needed (which might include fleet and insurance questions)

4.2.2) Land Reconciliation:

Preparing the annual deeds, SG data, General Valuation, Debtors system and FAR reconciliation

- a. The successful tenderer would be required to obtain SG Data where the municipality does not have such on hand
- b. The deed search, GV, debtors erf number and FAR would be provided
- c. The municipality will provide land sales and proposed land sales to be used in reconciling the Asset Register, Inventory Register and Spatial Data (e.g. SG register and GV)
- d. The service provider must provide duplicate land parcels (especially in relation to consolidated and sub-divided erven)
- e. The service provided would provide an IGRAP 18 assessment of land where indicators of a loss or gain of control without the title deed is evident.
- f. Where needed, the tenderer may consult with the duly appointed municipal valuator to obtain updated valuations where the current GV does not fairly reflect the value of erven given its current or proposed use. The service will be limited to valuations and will only be upon pre-approval from the asset manager (the asset manager will issue an order to the valuator for the work)
- g. The land reconciliation will be provided to the municipality based on the detailed SOP and decision trees used by the municipality
 - i. Decision trees and SOP's may be updated prior to the commencement of the reconciliation
 - ii. Ultimately, given the detailed technical data at the disposal of the land consultant, the consultant must provide an annual land register for the fixed assets and inventory that is reconciled, with substantive evidence supporting the exceptions, with the GV and SG data.
 - iii. Vitally, the land registers provided shall include all impairments based on the GV's value for assets (or when there's a change in use, an updated valuation received from the municipal duly appointed valuator)
- h. Geo-spatial experience would be necessary

4.2.3) Unbundling of Assets:

- a. Using the municipal asset unbundling methodology, and prepare the municipal unbundling of capital acquisition at each year-end
- b. Assets must be unbundled in terms of the municipal hierarchy – unbundling cannot deviate from the pre-approved asset hierarchy

- c. Assist the finance department with the roll-out of the new integrated asset management through data-cleansing, updating of GIS spatial information and updating asset information either through verification or otherwise with the information needs of the user departments (breaking down the FAR to a technical FAR in terms of the user requirements for master planning)
- d. Unbundling of assets must first be physically verified to ensure that the as-built and other supporting documents in the unbundling pack agrees to the assets on the floor (or underground as per observable markers that allows the tracing of underground networks).
- e. While physically verifying the unbundled asset, provide the finance department with photo's of all completed works and where necessary, provide the potential impairment, disposal and change in useful life audit ready calculations
- f. Where capital projects pertain to replacement or partial replacement of assets, provide the finance team with a detailed list of assets that needs to be disposed as well as the value of the disposal if partial disposal is appropriate
- g. Level of Unbundling
 - The municipality will prescribe the level of unbundling in its asset management policy which is aligned to CIDMS Asset Hierarchy. A template would be provided to this extent
- h. New assets completed during each financial year (30 June)
 - Identify completed projects (Work-in-progress assets as at the previous financial year PLUS capital expenditure for current financial year)
 - The tenderer should provide the municipality with the information that is easily integrated with the municipality's asset management system. The information should at least include the following:
 - i. A list of all completed projects as at the current financial year-end totaling to the capital expenditure per project to date
 - ii. Cost per componentised asset as per Asset Management Policy
 - iii. GIS link (spatial link) & feature
 - iv. Technical attributes of componentised asset (from as-builts, BOQ's and field verification
 - v. Cost per componentised asset
 - vi. Useful life of componentised asset
 - vii. Locations of componentised asset
 - viii. GPS co-ordinates per asset
 - ix. Field verification and photographic evidence of unbundled immovable assets
 - x. Completion date
 - xi. Insofar as to allow the municipality to have a complete audit file that can be reperformed, both spatially and financially
- i. The output of the unbundling must be provided in the format as prescribed by the municipal asset register accounting software,
- j. Each project/asset must reconcile as per the capital expenditure on the relevant mSCOA string provided by the municipality (CS Account):
 - Payment certificates must be analyzed to split projects into their respective asset classes
 - As-built plans will be provided by Cape Agulhas Municipality upon request as well as copies of the payment certificates where needed
 - The tenderer(s) must be available to the municipality throughout the duration of the unbundling process and the completion of the Annual Financial Statements
 - All new assets must be captured and maintained GIS System or provide the municipality with shape files which could easily be integrated into GIS
 - The tenderer(s) must ensure that there is transfer of skills to the responsible project managers and GIS personnel
- k. Engineering expertise with a financial background would be necessary

- 4.2.4) Work-in-progress assets at the end of each financial year (30 June)
- Identify all projects that will remain a work-in-progress as at the end of the current financial year
 - All work-in-progress assets indicated by the tenderer(s) as at the end of the current financial year, must be accompanied by certification by the relevant departmental head/manager of Cape Agulhas Municipality, and
 - A list in excel format must be provided to the municipality of all work-in-progress assets as at the end of the current financial year
 - The tenderer should conduct spot-checks on high-value work-in-progress to ensure the credibility of the amount in progress is reasonable
- 4.2.5) Existing assets as at the end of each financial year (30 June)
- While doing the current year's unbundling, the tenderer will identify any impairments of existing assets and provide the municipality of a list of assets that should be impaired and what indicator was used to identify the impairment
 - While doing the current year's unbundling, the tenderer will identify any disposals of existing assets and provide the municipality of a list of assets that should be disposed and the reason for the disposal
 - Condition assessment must be performed on all infrastructure assets with a useful life of less than 2 years and a new useful life be provided if it is found that the remaining useful lives of assets are incorrect (in other words, evaluating current estimated useful lives of existing assets); and
 - Assisting SM with all audit queries relating to unbundling infrastructure assets. Tenderer(s) should provide the municipality with a close-out report by **10 August** of each financial year where the methodology used is provided as well as an SOP document that describes the methodology to be used in future
- 4.2.6) Importing Water Service Concession Assets on GIS and Financial System,
- Shape files as provided by the Cape Agulhas Municipality (CAM) for Service Concession Assets will be provided to the Service provider
 - Assets are included in the Excel Asset register
 - These shape files need to be imported into our GIS and linked to the Excel Asset register
 - Identify discrepancies where assets cannot be located or traced back to the asset register in excel format for:
 - Assets with no GPS co-ordinates
 - Assets duplicated
 - Assets on excel sheet provided not identified in the shape files
- 4.2.7) Water and Electricity Meter Asset register and reconciliation:
- The municipality utilises a sub-register to resolve its accounting responsibilities for meters due to the extent of meters in relation to other assets. The service provider will be responsible to reconcile the sub-meter and asset register entries in relation to stores issues, meters donated by developers, job-cards, debtors' masterfile management and other financial accounting entries (e.g. insurance claims, donations by suppliers or the public etc.).
 - Preparation of the meter reconciliation with the debtors and stores issue reports and all other relevant supporting documents. The reconciliation will be cleared, and a final asset register for meters will be submitted by the tenderer.
 - The reconciliation involves a one-to-one matching of the stores issues of meters to the job-card and ultimately the debtors' report containing the registered meter per customer account.
 - The last debtors report must be reconciled to the asset register after all additions are recorded and where meter numbers have changed from the prior year, the appropriate accounting treatment will be resolved, i.e. retain records, disposal, transfer etc., prior to the finalisation of the meter asset register.
 - The reconciliation will include the necessary accounting entries, and the proposed final asset register entries per the lines already contained in the asset register.
 - The municipality will not accept a list of exceptions as a register and will consider such a misinterpretation of our requirements to be a material breach of contract.

4.2.8) Any other special needs requests as identified by the Senior Manager: Financial Statements and Assets.

Note that the asset unbundling must be done in terms of the municipal hierarchy. Alterations to the Hierarchy shall be approved by the technical and asset department prior to providing the asset unbundling to the municipality. All unbundled assets shall be verified as part of the unbundling process and some form of control of work-in-progress is also essential.

Key date for Asset Unbundling: All assets constructed and / or delivered during the year shall be unbundled in the necessary file format as prescribed by the municipal asset department by 7 August. This key milestone would require significant resource planning which shall be included in the methodology.

4.3 Budget services: Assistance with budget preparation and alignment with mSCOA segmentation, such as :

- 4.3.1) Ensure classification is in accordance with mSCOA framework and latest NT Budget Circulars,
- 4.3.2) Completion of prescribed National Treasury budget schedules where required; includes Statement of Financial performance, Statement of financial position and Cash flow statement in various formats and supporting tables,
- 4.3.3) Update Budget schedules with 10 years' information. The required assistance is for the current year original and adjusted budget, as well as next 9 years MTREF budget information for IDP and Long-term Financial Planning,
- 4.3.4) Calculation of financial information for supporting schedules not populated by the financial system,
- 4.3.5) Reconcile the budget schedules with the financial system and NT portal uploads to ensure perfect alignment,
- 4.3.6) mSCOA segment verification/alignment between AFS and mSCOA Budget,
- 4.3.7) Support the municipality in the monthly/quarterly MSCOAs roadmap meetings including but not limited to preparing feedback to NT on minimum business processes and Circular 80 system specifications,
- 4.2.8) Any other special needs requests as identified by the Senior Manager: Budget, Costing & Reporting.
- 4.3.8) To ensure that the following high level legislated deadlines are met:

| No | Date | Internal Deadline | Description |
|----|------------|-------------------|---|
| 1. | 25 August | 11 August | Roll-over adjustment budget |
| 2. | 31 January | 13 January | Adjustments budget additional allocations |
| 3. | 31 March | 16 March | Tabled budget approved by Council |
| 4. | 31 May | 12 May | Final Budget considered by Council |

4.4 Skills transfer & job shadowing support to municipal officials in the execution of the above services support. Practical training sessions for technical updates may also be required in the above services.

5. CONTRACT DURATION

The duration of this contract will run from the date of signing until 30 June 2028. All work is to be carried out in accordance with the time schedule as agreed with the Municipality prior to commencement of specific projects from the 1 July date.

6. PERFORMANCE MEASURES

- The successful service provider must be available from July every year for year-end planning process.
- During the planning phase, the successful service provider and municipality will agree on set timeframes and a planning schedule will be compiled which must be signed off by the applicable directors of both parties.
- The successful service provider must provide weekly feedback to the CFO on progress made w.r.t deliverables or in terms of such timeframes agreed to.
- The successful service provider must inform the CFO promptly of any delays or challenges experienced which might have an impact / delay the set timeframes of deliverables.
- The successful service provider must ensure that reviews are done within the timeframes set by the municipality and that sufficient time is provided to make any adjustments if needed.
- The successful service provider must ensure adherence to legislative timeframes for reporting purposes (e.g. AFS submission on 31 August)

7. PENALTIES

Refer to section 2.2 for the overall penalties applicable to this tender.

The municipality also reserves the right to impose the default terms according to the General Conditions of Contract, which may inter alia lead to cancellation of the contract.

8. SPECIAL CONDITIONS

No overtime payment for work performed will be paid. The municipality will also not reimburse any travel and subsistence or any other costs.

9. EVALUATION OF TENDERS

This tender will be evaluated in terms of minimum tender requirements and price.

9.1. Minimum tender requirements

The evaluation will be based on a minimum requirements basis. Supporting documentation in terms of the minimum tender requirements must be submitted with the tender at closing date. Failure to do so will deem the tender non-responsive.

a) The approach/ methodology paper

The tenderer shall insert an approach/ methodology paper that is linked to the required scope of work and clearly articulate the 3 main project deliverables:

- Accounting and financial management services with budget support
- Asset register services
- Skills transfer

Tenderer must explain his/her understanding of the objectives of the assignment and must highlight issues of importance and explain technical approach that will be taken to address the issues.

| No | Criterion |
|----|--|
| A1 | <p>Prepare a list of staff levels that will resolve the work as indicated in Annexure A to the following levels based on the perceived risk for Cape Agulhas Municipality:</p> <ul style="list-style-type: none"> a) Senior Manager Technical Services, b) Accounting Support, c) Senior Engineering services d) Support engineering services e) Skills transfer staff <p>The municipality has a list of these levels based on past work performed in terms of our internal risk and resource management. Kindly complete the table as per Annexure A in terms of how the tender is expected to be executed. The completed table will be compared to management's own expectations. It will be marked in terms of errors (where the bidder ticked a box not aligned to management's expectations). If more than 10 differences between the bidder and management's expectation is marked, the bid will be considered non-responsive.</p> <p>Kindly do not insert additional lines or remove any lines. Any additional or removed lines will be marked as an error. Cape Agulhas Municipality understands that the formatting of the tenderer could be different from the Annexure.</p> |
| A2 | <p>Currently the municipality uses excel but Caseware is also available to prepare the Annual Financial Statements. The tender must be able to provide assistance and support on the software the municipality is currently using. At minimum the service provider should be able to develop AFS on CaseWare.</p> |

b) Key personnel experience

The tenderer shall insert in the spaces provided in **Annexure B** a list of the Senior Manager and Senior Accountant's past work experience in conducting and successfully completing similar projects.

Comprehensive CV and qualifications of the proposed Senior Manager and Senior Accountant and any other relevant information requested must be provided with the tender.

Supporting documentation in terms of the minimum tender requirements must be submitted with the tender at closing date. Failure to do so will deem the tender non-responsive.

| No | Criterion |
|----|---|
| B1 | <p>2 x Senior managers with a minimum of 10 years municipal GRAP experience with at least 5 years mSCOA experience: Chartered Accountant qualification. CV and qualification required. CV and qualification required for both persons submitted.</p> <p>Provide evidence that the consultant has been the lead at a municipality that consulted at 3 different municipalities. Failure to provide such evidence will result in the tenderer being considered non-responsive.</p> |
| B2 | <p>2 x Senior accountants with a minimum of 5 years Municipal GRAP experience. Must have mSCOA experience. Financial Accounting Bachelor's Degree or equivalent in accounting. CV and qualification required for both persons submitted.</p> <p>Provide evidence that consultant have been the lead/support consultant at a municipality that consulted at 2 different municipalities. Failure to provide such evidence will result in the tenderer being considered non-responsive.</p> |
| B3 | <p>1 x Senior Engineers with a minimum of 10 years Municipal Asset Management experience. Must have mSCOA experience. Finance experience for Engineers is essential. CV and qualification required.</p> <p>Provide evidence that the tenderer (in the same name of the tenderer) has been the lead consultant at a municipality that consulted at 3 different municipalities. Failure to provide such evidence will result in the tenderer being considered non-responsive.</p> |
| B4 | <p>2 x Support engineers with a minimum of 3 years municipal asset accounting and verification experience. Support engineers should be capacitated to identify discrepancies between expected assets and actual assets as well as to ensure that the support engineers can identify condition assessment impairment indicators. CV and qualification required.</p> <p>Provide evidence that the tenderer (in the same name of the tenderer) have been the lead consultant at a municipality that consulted at 2 different municipalities. Failure to provide such evidence will result in the tenderer being considered non-responsive.</p> |
| B5 | <p>1 x Senior Manager with a minimum of 10 years municipal budgeting experience.</p> <p>Evidence should be provided in the form of reference letters from municipalities stating the years the individual consultant supported the municipality. Failure to provide such evidence will result in the tenderer being considered non-responsive.</p> |
| B6 | <p>1 x support accountant or higher that support the senior manager in preparing and or giving inputs on municipal budgets for a minimum of 5 years.</p> <p>Evidence should be provided in the form of reference letters from municipalities stating the years the individual consultant supported the municipality. Failure to provide such evidence will result in the tenderer being considered non-responsive.</p> |

c) Company experience - Previous relevant projects of similar nature and extent (comparable projects)

The tenderer shall insert in the spaces provided in **Annexure C** a list of the tenderer's past work experience.

Supporting documentation in terms of the minimum tender requirements must be submitted with the tender at closing date. Failure to do so will deem the tender non-responsive.

Reference letters and / or appointment documentation for the support will be required in support of the following areas:

| No | Criterion |
|----|--|
| C1 | <p>Provided GRAP support in the past 10 financial years (2014/15 – 2023/24) to obtain clean audit outcomes on GRAP compliant annual financial statements.</p> <p>Provide evidence that the tenderer (in the same name of the tenderer) has been the lead at a municipality that received a clean audit opinion at 5 different municipalities that achieved clean audit outcomes.</p> |
| C2 | <p>Provided Budget support for municipality in the past 7 financial years (2017/18 – 2023/24).</p> <p>Provide evidence that the tenderer (in the same name of the tenderer) has been the lead Budget Consultant to at least 5 different municipalities that achieved clean audit outcomes.</p> |
| C3 | <p>Provided mSCOA support in the past 7 financial years (2017/18 – 2023/24).</p> <p>Provide evidence that the tenderer (in the same name of the tenderer) has provided budget support to at least 2 municipalities over the preceding 7 years. The evidence for each year may be with reference to different municipalities (e.g. 2018/19 was Cape Agulhas Municipality and 2023/24 was for Bato Pele Municipality).</p> |
| C4 | <p>GRAP trainings presented in the following period (skills transfer) in the past 5 financial years (2019/20 – 2023/24).</p> <p>As minimum, provide evidence that 3 training sessions were held specifically to a municipality or the Office of the Auditor General of South Africa. Failure to provide at least 3 training initiatives will result in the tenderer being considered non-responsive.</p> |
| C5 | <p>Previous experience of mSCOA compliant Financial System (the financial system in use by Cape Agulhas Municipality) for at least 5 financial years (e.g. 2019/20 – 2023/24 or earlier).</p> <p>Evidence of support to at least 2 different municipalities must be provided. Failure to provide evidence that 2 different mSCOA compliant clients were assisted will result in the tenderer being considered non-responsive.</p> |
| C6 | <p>Evidence needs to be provided that the firm of consultant/s has sufficient staff to meet our potential service delivery needs of approximately 1 000 hours per year.</p> <p>Requirement: Evidence of a mix of staff that proves the service provider has 1 000 hours per year available to service Cape Agulhas Municipality's needs (given that only 80% of staff's available hours are billable).</p> <p>Evidence of appointment of the staff would need to be provided. If evidence that the tenderer has the capacity to deliver 360 hours are not provided, the tenderer will be considered non-responsive.</p> |
| C7 | <p>The prospective tenderer must provide evidence of a panel of (outsourced or internal) experts used to provide specialist guidance in the municipal space, such as MFMA, SCM, Asset Transfer Regulation, VAT, Oversight body training, etc.</p> <p>These services are out of the ordinary services such a legal interpretations or application of legislation beyond the normal operations (e.g. a specialist proxy to resolve a VAT ruling).</p> <p>Such evidence may be provided in the form of reports, emails etc. Internal resources are permissible, provided that the tenderer can provide evidence that the specialist is currently / was being paid a salary or consulting fee via payroll.</p> <p>At least 2 such resources, 1 in the field of VAT and 1 in the field of MFMA compliance would be required. If both outsourced references are not provided, the tenderer will be considered non-responsive as the ability to obtain a completely independent expert opinion is critical to Cape Agulhas Municipality's operations.</p> |

Annexure A (Response to A1):

Scope of work risk response:

Legend:

- a) Senior Manager Technical Services,
- b) Accounting Support,
- c) Senior Engineering services
- d) Support engineering services
- e) Skills transfer staff

Kindly leave columns not applicable blank.

| Requirement | Comment | a) | b) | c) | d) | e) | Errors |
|--|---------|----|----|----|----|----|--------|
| 4.1.1) A detailed review of our AFS | Example | ✓ | | | | | |
| a. GRAP 1, 2 and 3 detailed review | Example | ✓ | | | | | |
| b. The use of a GRAP disclosure template | Example | ✓ | ✓ | | | | |
| 4.1.2) A detailed review of all accounting policies | | | | | | | |
| 4.1.3) A detailed review and assistance of all estimates | | | | | | | |
| a. Post-employment Benefits | | | | | | | |
| b. Traffic Fines | | | | | | | |
| c. Rehabilitation of landfill sites | | | | | | | |
| d. Debtors impairments and GRAP 104 (2019 version of the standard) | | | | | | | |
| e. Water inventory losses and related estimates | | | | | | | |
| h. Principle Agent Arrangements | | | | | | | |
| 4.1.4) A second independent review of benchmark accounting practices | | | | | | | |
| 4.1.8) Assist the municipality with all AFS consistency matters | | | | | | | |
| a. Water inventory and water losses | | | | | | | |
| 4.1.13) A detailed the review of all Expenditure and Payables cycle | | | | | | | |
| a. Review the VAT | | | | | | | |
| b. Review of the treatment of Grants | | | | | | | |
| 4.2.1) General: | | | | | | | |
| c. Review the municipal asset unbundling methodology | | | | | | | |
| d. Review the useful lives, residual values and depreciation and impairment calculations | | | | | | | |
| h. Periodic ad-hoc physical verification projects | Example | ✓ | ✓ | | | | |
| i. Ad-hoc requests for the asset department as needed (which might include fleet and insurance questions) | Example | ✓ | ✓ | | | | |
| 4.2.2) Land Reconciliation: | | | | | | | |
| a. The successful tenderer would be required to obtain SG Data where the municipality does not have such on hand | | | | | | | |
| b. The deed search, GV, debtors erf number and FAR would be provided | | | | | | | |

| Requirement | Comment | a) | b) | c) | d) | e) | Errors |
|--|---------|----|----|----|----|----|--------|
| c. The municipality will provide land sales and proposed land sales | | | | | | | |
| d. The service provider must provide duplicate land parcels | | | | | | | |
| e. The service provided would provide an IGRAP 18 assessment of land | | | | | | | |
| f. Where needed, the tenderer may consult with the duly appointed municipal valuator | | | | | | | |
| g. The land reconciliation will be provided | | | | | | | |
| i. Decision trees and SOP's may be updated | | | | | | | |
| ii. Ultimately, given the detailed technical data at the disposal of the land consultant, the consultant must provide an annual land register | | | | | | | |
| iii. Vitally, the land registers provided shall include all impairments | | | | | | | |
| h. Geo-spatial experience would be necessary | | | | | | | |
| 4.2.3) Unbundling of Assets | | | | | | | |
| e. While physically verifying the unbundled asset, provide the finance department with photo's of all completed works and where necessary, provide the potential impairment, disposal and change in useful life audit ready calculations | | | | | | | |
| f. Where capital projects pertains to replacement or partial replacement of assets, provide the finance team with a detailed list of assets that needs to be disposed | | | | | | | |
| h. New assets completed during 202X/2X: Provide a complete audit compliant file for assets acquired | | | | | | | |
| j. Each project/asset must reconcile as per the capital expenditure <ul style="list-style-type: none"> • Payment certificates must be analysed to split projects into their respective asset classes • As-built plans will be provided by Cape Agulhas Municipality upon request as well as copies of the payment certificates where needed • The tenderer(s) must be available to the municipality throughout the duration of the unbundling process and the completion of the Annual Financial Statements • All new assets must be captured and maintained GIS System or provide the municipality with shape files which could easily be integrated into GIS • The tenderer(s) must ensure that there is transfer of skills to the responsible project managers and GIS personnel | | | | | | | |
| k. Engineering expertise with a financial background would be necessary | | | | | | | |

| Requirement | Comment | a) | b) | c) | d) | e) | Errors |
|--|---|----|----|----|----|----|--------|
| 4.2.7) Water and Electricity Meter Asset register and reconciliation | Kindly note that the annual movement on meters is not material. | | | | | | |
| a. The municipality utilises a sub-register to resolve its accounting responsibilities for meters due to the extent of meters in relation to other assets. The service provider will be responsible to reconcile the sub-meter and asset register entries in relation to stores issues, meters donated by developers, job-cards, debtors' masterfile management and other financial accounting entries (e.g. insurance claims, donations by suppliers or the public etc.). | | | | | | | |
| b. Preparation of the meter reconciliation with the debtors and stores issue reports and all other relevant supporting documents. The reconciliation will be cleared and a final asset register for meters will be submitted by the tenderer. | | | | | | | |
| d. The last debtors report must be reconciled to the asset register | | | | | | | |
| e. The reconciliation will include the necessary accounting entries and FAR | | | | | | | |
| 4.3.3) Update Budget schedules with 10 years' information. | | | | | | | |
| 4.3.5) Reconcile the budget schedules with the financial system and NT portal uploads to ensure perfect alignment | | | | | | | |
| 4.3.7) Support the municipality in the monthly/quarterly MSCOA roadmap meetings | | | | | | | |
| 4.4 Skills transfer & job shadowing support | | | | | | | |
| Number of errors (max 8) (to be completed by municipality) | | | | | | | |

Many organisations make use of a preparer and a reviewer. If the reviewer merely reviews the work for technical accuracy, but is not involved in the execution, do not mark the review work in terms of the above table. In terms of operational efficiency, some work might be delegated to a junior consultant with the majority of the work and responsibility falling to the senior manager. In these instances, only mark the senior manager column. Only in the rare instance where both a junior consultant and Senior Manager need to work in conjunction (.i.e. both staff will need to be part of meetings with Cape Agulhas Municipality) should both levels be marked. The disclosure checklist is a good example hereof. Most of the ticking will be done by a junior with the senior manager doing detailed reviews of high risk, contentious disclosures (e.g. GRAP 3).

In choosing who needs to be selected, use the guidance above as well as the audit risks pertaining to the request.

In marking the answer, comments are only used for understanding but will not affect the score.

Annexure B (Response to requirements B1-B6):

List of consultants provisionally assigned to Cape Agulhas Municipality with reference to experience

The following table extract may be used to support tenderers in obtaining reference letters:

(Insert tenderer name) has assisted (insert municipality's name) with the following services over the past few years:

[illegible]

It would be appreciated if the tenderer can summarise the work experience in terms of years with cross-reference to the reference letters. Kindly note that each consultant's name should be listed on reference letters in order to provide evidence of municipal experience of the individual consultants.

Annexure C (Response to requirements C1-C7):

List of consultants provisionally assigned to Cape Agulhas Municipality with reference to experience

The following table extract may be used to support tenderers in obtaining reference letters:

(Insert tenderer name) has assisted (insert municipality's name) with the following services over the past few years:

C1: GRAP support

| Municipality | Services Rendered | First year that services were rendered | Last year that the services were rendered | Audit outcome (not required for Budget services) |
|---------------------|--------------------------|---|--|---|
| E.g. Cape Agulhas | AFS / Budget / Assets | 2019/20 | 2023/24 | Clean audit |
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The following table extract may be used to support tenderers in obtaining reference letters:

(Insert tenderer name) has assisted (insert municipality's name) with the following services over the past few years:

C2: Budget support

| Municipality | Services Rendered | First year that services were rendered | Last year that the services were rendered | Audit outcome (not required for Budget services) |
|---------------------|--------------------------|---|--|---|
| E.g. Cape Agulhas | AFS / Budget / Assets | 2019/20 | 2023/24 | Clean audit |
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It would be appreciated if the tenderer can summarise the work experience in terms of years with cross-reference to the reference letters. Kindly note that each consultant's name should be listed on reference letters in order to provide evidence of municipal experience of the individual consultants.

C3: MSCOA support

| Municipality | Services Rendered | First year that services were rendered | Last year that the services were rendered | Audit outcome (not required for Budget services) |
|---------------------|--------------------------|---|--|---|
| E.g. Cape Agulhas | AFS / Budget / Assets | 2019/20 | 2023/24 | Clean audit |
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It would be appreciated if the tenderer can summarise the work experience in terms of years with cross-reference to the reference letters. Kindly note that each consultant's name should be listed on reference letters in order to provide evidence of municipal experience of the individual consultants.

C4: Training Sessions Held

| Municipality | Services Rendered | First year that services were rendered | Last year that the services were rendered | Audit outcome (not required for Budget services) |
|---------------------|--------------------------|---|--|---|
| E.g. Cape Agulhas | AFS / Budget / Assets | 2019/20 | 2023/24 | Clean audit |
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It would be appreciated if the tenderer can summarise the work experience in terms of years with cross-reference to the reference letters.

C5: MSCOA Compliant Municipalities Assisted

| Municipality | Services Rendered | First year that services were rendered | Last year that the services were rendered | Audit outcome (not required for Budget services) |
|-------------------|-----------------------|--|---|--|
| E.g. Cape Agulhas | AFS / Budget / Assets | 2019/20 | 2023/24 | Clean audit |
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It would be appreciated if the tenderer can summarise the work experience in terms of years with cross-reference to the reference letters.

C6: Staff available hours

No prescribed format. Note the municipality expects that at least 20% of available hours will be non-billable.

The table below is only an example:

| Consultant Name | Level | Total Hours available (excluding other projects) | 80% billable |
|--|---------------------|--|--------------|
| Joe Soap | SM: AFS | 1000 | 800 |
| Joe Barber | Support Accountant | 500 | 400 |
| Jane Doe | Budget Specialist | 1200 | 960 |
| Jake Summer | Asset Engineer | 800 | 640 |
| John Autumn | Asset Support | 1200 | 960 |
| Jessie Winter | Training Specialist | 400 | 360 |
| Total Hours | | 3600 | 2 880 |
| | | | |
| <i>Senior Manager Technical Accounting and Budget services</i> | | <i>2200</i> | <i>1760</i> |
| <i>Technical Accounting and Budget support staff</i> | | <i>500</i> | <i>400</i> |
| <i>Engineering Services: Senior manager level of support</i> | | <i>800</i> | <i>640</i> |
| <i>Engineering support technicians</i> | | <i>1200</i> | <i>960</i> |
| <i>Skills transfer staff</i> | | <i>400</i> | <i>360</i> |

Kindly note that this section is critical for Cape Agulhas Municipality as we schedule our requests systematically throughout the year to ensure that by year-end most of the work has been executed and reviewed. There are key deliverables after year-end, but staff should be available throughout the year. Evidence of appointment for staff would be required to support the above table.

C7: Panel of experts used for technical support

| Expert Name | Field of expertise | Type of services provided | Last year that the services were rendered | Audit outcome for municipality where the services were rendered |
|--------------------|-----------------------------|--|--|--|
| E.g. Joe Soap | MFMA – Policies and By-laws | Technical compliance review of selected policies | 2023/24 | Clean audit |
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Cape Agulhas Municipality often have highly technical requests and the skills for these technical requests (e.g. VAT ruling) would not be available in-house at an accounting firm. We therefore request a list of outsourced staff that the tenderer regularly engage with in order to provide world-class support to municipalities.

PRICING SCHEDULE

PLEASE NOTE

- All bids must be submitted on the official forms supplied by the municipality
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted
- The prices cast must include all related costs of bringing the service to council, without any hidden costs.
- Bidders MUST cast their prices/ rates for each item. Failure to cast prices/ rates for each item shall result in automatic disqualification.
- The rate shall remain fixed for the duration of the financial year. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.
- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.
- **Please take note that bidders that do not complete the mentioned pricing schedule, will be considered as submitting a non-responsive bid.**
- The quantities indicated are only estimates and might vary during the contract period due to the municipality's operational requirements and available budget. This is only indicated as such for evaluation purposes

| | INDICATE WITH AN „X“ | | | | | | | |
|---|----------------------|--|--|--|----|--|--|--|
| Are you/is the firm a registered VAT Vendor | YES | | | | NO | | | |
| If "YES", please provide VAT number | | | | | | | | |

I / We _____

(Full name of Bidder) the undersigned in my capacity as _____

Of the firm _____

Hereby offer to Cape Agulhas Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Cape Agulhas Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

Signed

Date

Name

Position

Tenderer

Any tender submitted that do not meet ALL of the requirements in this document will automatically be discarded from the evaluation process.

9.2 Pricing Schedule: Provision of services

Year 1: Date from signing – 30 June 2026

Year 2: 1 July 2026 – 30 June 2027

Year 3: 1 July 2027 – 30 June 2028

The hours provided are theoretical estimates and will be used for evaluation purposes only.

| No | Year 1: Provision of Services | Hourly rate* | Estimated hours (for evaluation only) | Amount (Unit rate x Estimated Hours) |
|--|---|--------------|---------------------------------------|--------------------------------------|
| 1 | Senior Manager Technical Accounting and Budget services | | 250 | |
| 2 | Technical Accounting and Budget support staff | | 100 | |
| 3 | Engineering Services: Senior manager level of support | | 100 | |
| 4 | Engineering support technicians | | 300 | |
| 5 | Skills transfer staff | | 350 | |
| SUB-TOTAL | | | | |
| VAT@15% | | | | |
| TOTAL (TARIFF INCL. VAT) (TOTAL MUST BE CARRIED OVER TO SUMMARY) | | | | |

| No | Year 2: Provision of Services | Hourly rate* | Estimated hours (for evaluation only) | Amount (Unit rate x Estimated Hours) |
|--|---|--------------|---------------------------------------|--------------------------------------|
| 1 | Senior Manager Technical Accounting and Budget services | | 250 | |
| 2 | Technical Accounting and Budget support staff | | 100 | |
| 3 | Engineering Services: Senior manager level of support | | 100 | |
| 4 | Engineering support technicians | | 300 | |
| 5 | Skills transfer staff | | 350 | |
| SUB-TOTAL | | | | |
| VAT@15% | | | | |
| TOTAL (TARIFF INCL. VAT) (TOTAL MUST BE CARRIED OVER TO SUMMARY) | | | | |

| No | Year 3: Provision of Services | Hourly rate* | Estimated hours (for evaluation only) | Amount (Unit rate x Estimated Hours) |
|--|---|--------------|---------------------------------------|--------------------------------------|
| 1 | Senior Manager Technical Accounting and Budget services | | 250 | |
| 2 | Technical Accounting and Budget support staff | | 100 | |
| 3 | Engineering Services: Senior manager level of support | | 100 | |
| 4 | Engineering support technicians | | 300 | |
| 5 | Skills transfer staff | | 350 | |
| SUB-TOTAL | | | | |
| VAT@15% | | | | |
| TOTAL (TARIFF INCL. VAT) (TOTAL MUST BE CARRIED OVER TO SUMMARY) | | | | |

*Hourly rate to be carried over to form of offer and acceptance

The successful tenderer will assist with projects within the scope of the appointment. Each project will have an agreed number of hours. Neither party is bound by the estimated hours in the tables above as the tender will be awarded based on the rates per hour to a service provider.

The above cost structure is to be formulated in a manner that reflect the cost per team member per hour, and should reflect the costs to bring the services to the client (i.e. Cape Agulhas Municipality's offices in Bredasdorp) and be inclusive of administration, transportation, telephone and accommodation costs). The factor provides an estimate of the % of the total work expected in terms of the contract.

The following definitions apply:

Senior Manager Technical Accounting: An accredited accountant (registered with an internationally accepted accounting body) with at least 10 years GRAP experience and 5 years MSCOA experience.

Technical Accounting and Budget support staff: An accredited accountant (registered with an internationally accepted accounting body) with at least 5 years GRAP experience and 2 years MSCOA experience.

Engineering services are differentiated by the qualification of the engineer and the type of work done, E.g. Planning and Reviewing will be done by a Senior Engineer while the fieldwork will be done by support engineering technicians. Skills transfer staff will usually specialize in training, but often the role could be fulfilled by the Senior Manager: Technical Accounting. Skills transfer staff would also include the MSCOA roadmap support staff. The Skills transfer employees usually have a high degree of expertise in their technical field of speciality.

The successful tender will assist with projects within the scope of the appointment. Each task will be regarded as a separate project and will have an agreed number of hours. Both parties will be bound to the timelines and the hours per project as agreed from time to time.

| SUMMARY | Total (VAT incl.) |
|---|--------------------------|
| Year 1: Provision of Services | |
| Year 2: Provision of Services | |
| Year 3: Provision of Services | |
| GRAND TOTAL (VAT incl.) (used for evaluation purposes) | |

Name of Bidder

Signed

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

- 1 In order to meet this requirement bidders are required to request their Tax Compliance Status which will include a unique PIN which you can provide to any third party (**if requested**) to enable them to verify your tax compliance status online via eFiling.
- 2 Request a TCC via eFiling which will give you the option to print the TCC Or request a TCC at a SARS branch where a SARS agent will be able to print or email the TCC to you.
- 3 The Tax Compliance Status Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4 A **Tax Compliance Status** is a holistic view of your tax compliance level across all your registered tax types.
- 5 If your tax compliance status is compliant, the SARS agent will be able to print or email you your TCC to the registered email address which SARS has on record for you.
- 6 **Please note:** If your tax compliance status reflects that you are non-compliant, you will not receive a TCC until you have rectified your compliance.
- 7 The **Tax Compliance status pin must** be submitted together with the bid. **Failure to submit a Tax Compliance status pin will result in the invalidation of the tender.**
- 8 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate **Tax Compliance Pin**.
- 9 **Please note that not all government institutions and private organisations will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, you must supply a printed TCC. It is envisaged that the PIN will, in time, replace the paper TCC.**

TAX COMPLIANCE STATUS PIN

In terms of the Municipal Preferential Procurement Policy, tenderers must ensure that they are up to date with payments of taxes.

The tenderer **must** attach to this page a **Tax Compliance status pin**, as issued by the South African Revenue Service.

Failure to submit a Tax Compliance status pin **will result in the invalidation of the tender.**

Signed

Date

Name

Position

Tenderer

SCHEDULE 1A: AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

| A Company | B Partnership | C Joint Venture | D Sole Proprietor | E Close Corporation |
|--------------|------------------|--------------------|----------------------|------------------------|
| | | | | |

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman
2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |

NOTE: This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE, NAME & CAPAMUNICIPALITY |
|--------------|---------|--|
| Lead partner | | |
| | | |
| | | |
| | | |

D. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....
Signature: Sole owner

2.....
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars **must** be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Enterprise details

| | |
|--|-------------|
| Name of enterprise | |
| Contact Person | |
| Email | |
| Telephone | |
| Cellphone | |
| Fax | |
| Physical Address | |
| Postal Address | |
| Central supplier database registration number | MAAA |

Section 2: Particulars of companies and close corporations

| | |
|---|--|
| Company / Close Corporation registration number: | |
|---|--|

Section 3: SARS information:

| | |
|---|------------|
| Tax reference number: | |
| VAT registration number, if any: | |
| Section 4: CIDB registration number: | N/A |

Section 5: Particulars of principles

Principle: means a natural person who is a partner in partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act. No. 71 of 2008) a member of a close corporation registered in terms of the Close Corporation Act, 1984 (Act No.69 of 1984)

| Full name of principal | Identity number* | Personal income tax number* |
|------------------------|------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

* Please complete and attach copies of Identity documents.

Section 6: Banking Details of companies and close corporations

Bank name and branch:

Bank account number:

Name of account holder:

Signed Date

Name Position

Tenderer

SCHEDULE 1C: DOCUMENTS OF INCORPORATION (CK2)

The Tenderer **must** attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Signed

Date

Name

Position

Tenderer.....

SCHEDULE 1D: PAYMENT OF MUNICIPAL ACCOUNTS

In terms of the Municipal Supply Chain Management Policy and System and its Preferential Procurement Policy, tenderers **must** ensure that they are up-to date with their payments of municipal accounts.

The tenderer **must attach to this page**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the certificate for municipal services on the next page. In the event of leasing, a lease agreement **Must** be attached to the tender document.

Signed

Date

Name

Position

Tenderer

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Cape Agulhas Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

| PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER | MUNICIPAL ACCOUNT NUMBER |
|---|--------------------------|
| | |
| | |

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder Partners, ect.:

| Director /Shareholder / partner | Physical address of the Business | Municipal Account number(s) | Physical residential address of the Director / shareholder / partner | Municipal Account number(s) |
|---------------------------------|----------------------------------|-----------------------------|--|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

NB: Please attach certified copy(ies) of ID document(s)

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

| | | |
|------------------|-----------------|-------------|
| | | |
| Signature | Position | Date |

| | |
|--|---|
| <p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p> | <p>Apply official stamp of authority on this page:</p> |
|--|---|

SCHEDULE 1E: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

A bidder who qualifies as an EME in terms of the B-BBEE Act **must** submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

A Bidder other than EME or QSE **must submit their original and valid B-BBEE status level verification certificate or a certified copy** thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

| MINIMUM REQUIREMENTS FOR VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES (The following information must be on the face of the certificate) | Indicate with (x) | |
|---|-------------------|----|
| | yes | no |
| The name and the physical location of the measured entity | | |
| The registration number and, where applicable, the VAT number of the measured entity | | |
| The date of issue and date of expiry | | |
| The certificate number for identification and reference | | |
| The scorecard that was used (for example EME, QSE or Generic) | | |
| The name and / or logo of the verification Agency | | |
| The SANAS logo | | |
| The certificate must be signed by the authorized person from the Verification Agency | | |
| The B-BBEE Status level of Contribution obtained by the measured entity. | | |

Failure on the part of a bidder **to claim, fill in and/or to sign CAMBD 6.1 and submit** a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Signed Date

Name Position

Tenderer

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1 EMEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

- 1.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership
- or
- 1.2. **A VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);
- or
- 1.3. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:
 - 1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); or
 - 1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

2. QSEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

- 2.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership
- or
- 2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:
 - 2.2.1. A registered Auditor approved by IRBA; or
 - 2.2.2. A verification Agency accredited by SANAS.

2. BIDDERS OTHER THAN EMEs & QSE's

- 3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by:
 - 3.1.1. A Registered Auditor approved by IRBA; or
 - 3.1.2. A Verification Agency accredited by SANAS.

WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:

- 4.1. The Auditor's letterhead with FULL contact details;
- 4.2. The Auditor's practice number;
- 4.3. The name and physical location of the measured entity;
- 4.4. The registration number and, where applicable, the VAT number of the measured entity;
- 4.5. The date of issue and date of expiry;
- 4.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
- 4.7. The total black shareholding and total black female shareholding.

SPECIAL CONDITIONS

The following general conditions will apply to the tender:

1. **All bids must be submitted on the official forms supplied by the municipality.**
2. Under no circumstances, whatsoever may the bid forms be redrafted.
3. Subject to the provisions of clause 5 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
4. **The use of correction fluid / tape is prohibited.**
5. Notwithstanding the provisions of clause 3 of this document, alterations and/or corrections may only be affected as follows:
 - 5.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected) and initialing in the margin next to each and every alteration or correction.
 - 5.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 5.1 above, will be rejected.
6. Bids submitted must be complete in all respects.
 - 6.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
 - 6.2 The bidder must ensure that his/her bid document is securely bound.
 - 6.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.
 - 6.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submits loose pages (not securely attached to the bid document or annexure with supporting documents).
7. All schedules as well as the following documents **must** be completed and submitted with the bid documents, failure to complete and submit the following will invalidate your bid:
 - a) **CAMBD 1** - Invitation to Bid
 - b) **CAMBD 4** - Declaration of Interest
 - c) **CAMBD 6.1** - Preference Points Form in Terms of The Preferential Procurement Regulations 2022
 - d) **CAMBD 8** - Declaration of Bidder's Past Supply Chain Management Practices
 - e) **CAMBD 9** - Certificate of Independent Bid Determination
 - f) **Form of Offer and Acceptance**
8. We undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
9. A firm completion period/date must be indicated from the official order date.
10. No bid will be accepted from persons in the service of the state.
11. Sealed tender marked "**Tender Nr: SCM40/2025/26 ACCOUNTING SERVICES FOR A PERIOD OF 3 YEARS**" must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than 12:00 on **Friday, 30 January 2026** after which it will be opened in the public.
12. Any bid received without the "Bid Number and / or Title" clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered.
13. Council reserves the right not to accept any tender. No faxes or e-mails will be accepted and **only the supplied municipal tender form may be used.**
14. A Tax Compliance status pin as issued by the South African Revenue Service, **must** be submitted with the tender, otherwise the tender will be disqualified.
15. The 80/20 scoring system, as stated in the Cape Agulhas Municipal Supply Chain Management Policy, will be used when considering tenders.
16. **PAYMENT OF MUNICIPAL ACCOUNTS (SHEDULE 1 D)**

The tenderer **must attach**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the **certificate for municipal services** and must be verified by the Municipality where account is held. In

- the event of leasing, a lease agreement **must** be attached to the tender document.
17. Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.
 18. **The tender must be valid up to 90 days after the closing date.**
 19. Any bid received after the appointed time for the closing of bids shall not be considered but **shall be filled unopened** with other bids received, which bid(s) can be returned to the bidder at his request and cost.
- 20. PRICING**
- 20.1 Rates and prices offered by the bidder **must** be written into the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorized signatory.
 - 20.2 All prices shall be quoted in South African currency, and be **INCLUSIVE OF Value Added Tax (VAT)**
 - 20.3 Bid prices must include all expenses, disbursements, and costs (e.g., transport, accommodation etc..) which may be required for the execution of the bidder's obligations in terms of the contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
 - 20.4 All bid prices will be final and binding.
 - 20.5 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.
 - 20.6 Where the value of an intended contract will exceed R1 ,000 ,000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.
 - 20.7 If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment (s) will be allowed.
- 20.8 The annual price increase is equal to **CPI (related to the area)** per annum
 - 20.9 Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if claim is substantiated with proof of evidence and that such evidence is submitted prior to implementation.
- 21. ADMISSION OF BIDS**
- 21.1 Bidders shall be allowed to submit bids by mail, by courier or by hand into the bid box or at the physical address of the municipality (reception, over the counter at the SCMU as applicable) before the closing time of the bids.
 - 21.2 Bids received via courier services must be submitted in time and deposited into the bid box by the courier services. Officials may not deposit bids into the bid box on behalf of courier services and the Municipality accepts no responsibility for late delivery by courier services or for delivery at the wrong address.
 - 21.3 Tenders that are deposited in the incorrect box or late will not be considered.
- 22. BID OPENING**
- 22.1 Bids shall be opened in public at the Cape Agulhas Municipal Offices as soon as possible after the closing time for the receipt of bids.
 - 22.2 Where practical, prices will be read out at the time of opening bids.
 - 22.3 The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
 - 22.4 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.
- 23. ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES**
- 23.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
 - 23.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with paragraph 20 for:

- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- 23.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- 23.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
 - a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- 24. **REQUIREMENTS OF A VALID BID:**
 - 24.1 The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered, and no further correspondence will be entered into with regard to the following matters:
 - 24.1.1 Non-submission of a valid Tax Clearance Certificate and / or PIN,
 - 24.1.2 Incomplete Pricing Schedule or Bill of Quantities,
 - 24.1.3 A Form of Offer not signed in non-erasable ink,
 - 24.1.4 Bid submissions with material alterations / corrections not in compliance with Clause 3 and 5 above will be rejected.
 - 24.2 The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following:
 - 24.2.1 To obtain a copy of the most recent municipal account(s) from the recommended bidder;
 - 24.2.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
 - 24.2.3 To obtain the personal income tax number(s) from the recommended bidder;
 - 24.2.4 To obtain a valid Tax compliance status PIN if the certificate has expired or become inactive after the closing date of the tender;
 - 24.2.5 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
 - 24.2.6 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
 - 24.2.6.1 If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.**
- 25. **TEST FOR RESPONSIVENESS**
 - 25.1 **A bid will be considered non-responsive if:**
 - 25.1.1 the bid is not in compliance with the specifications.
 - 25.1.2 the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document and/or
 - 25.1.3 the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing

25.2 The Municipality reserves the right **to accept or reject:**

25.2.1 any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract.

25.2.2 The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in

respect of any Municipal rate and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amounts at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

POPIA DISCLAIMER

The Information Officer (Municipal Manager) undertakes that all personal and confidential information will be processed lawfully and in a reasonable manner that does not infringe the privacy of you or your organization as the data subject. The processing is necessary and complies with an obligation imposed by law on us, the responsible party and the processing protects your rights to effective service delivery.

For more details, you can refer to the Cape Agulhas Municipality, Privacy Policy available at www.capeagulhas.gov.za
The Protection of Personal Information Act (POPIA), Act No. 4 of 2013

Signed

Date

Name

Position

Tenderer

Form of Offer and Acceptance

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT: SCM40/2025/26 FINANCIAL MANAGEMENT & ACCOUNTING SERVICES FOR A PERIOD OF 3 YEARS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

As per hourly tendered rates

| No | Provision of Services | Hourly rate Year 1 | Hourly rate Year 2 | Hourly rate Year 3 |
|----|---|-----------------------|-----------------------|-----------------------|
| 1 | Senior Manager Technical Accounting and Budget services | | | |
| 2 | Technical Accounting and Budget support staff | | | |
| 3 | Engineering Services: Senior manager level of support | | | |
| 4 | Engineering support technicians | | | |
| 5 | Skills transfer staff | | | |

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

Cape Agulhas Municipality

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness Date

Acceptance (TO BE COMPLETED BY THE MUNICIPALITY)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data

and drawings and documents or parts thereof, which may be incorporated by reference into Parts above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Cape Agulhas Municipality

for the
Employer CAPE AGULHAS MUNICIPALITY
1 DIRKIE UYS STREET
BREDASDORP
7280

Name and

signature

of witness

Date

.....

Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT - National Treasury General Conditions of Contract

The General Conditions of Contract, as issued by the National treasury, is applicable to this Contract and is obtainable from www.treasury.gov.za

The General Conditions of Contract shall be read in conjunction with the special condition as set out on pages 5 – 69
The Special Conditions shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The Employer is: **Cape Agulhas Municipality**
PO Box 51,
Bredasdorp,
7280

The Employer's Telephone Number is: **028 425 5500**

The Employer's VAT Registration Number is: **4570109571**

The designated contact person of the Cape Agulhas Municipality is:

Name: **Johayn Johnson**

Telephone: **028 425 5500**

E-mail: johaynj@capeagulhas.gov.za

Part 2: Data provided by the Service Provider

The **Service Provider** is:

Postal Address:

.....

Physical Address:

.....

Telephone:

The **authorized and designated representative** of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

.....

Telephone:

Email:

SIGNED ON BEHALF OF TENDERER:

| CAPE AGULHAS MUNICIPALITY | |
|--|---|
| GENERAL CONDITIONS OF CONTRACT | |
| 1. DEFINITIONS | |
| The following terms shall be interpreted as indicated: | |
| "Closing time" | means the date and hour specified in the bidding documents for the receipt of bids. |
| "Contract" | means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. |
| "Contract price" | means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. |
| "Corrupt practice" | means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. |
| "Countervailing duties" | are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally |
| "Country of origin" | means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. |
| "Day" | means calendar day. |
| "Delivery" | means delivery in compliance of the conditions of the contract or order. |
| "Delivery ex stock" | means immediate delivery directly from stock actually on hand |
| "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. |
| "Dumping" | occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. |
| "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. |
| "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. |
| "GCC" | means the General Conditions of Contract. |
| "Goods" | means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. |
| "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. |
| "Local content" | means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place. |
| "Manufacture" | means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities. |
| "Order" | means an official written order issued for the supply of goods or works or the rendering of a service. |
| "Project site" | where applicable, means the place indicated in bidding documents. |
| "Purchaser" | means the organization purchasing the goods. |
| "Republic" | means the Republic of South Africa. |
| "SCC" | means the Special Conditions of Contract. |
| "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. |
| "Supplier" | means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State. |
| "Tort" | means in breach of contract. |
| "Turnkey" | means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract. |
| "Written" or "in writing" | means handwritten in ink or any form of electronic or mechanical writing. |

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| 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. | Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website. |
| 4. Standards | |
| 4.1. | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| 5. Use of contract documents and information; inspection. | |
| 5.1. | The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only 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 5.1 except for purposes of performing the contract. |
| 5.3. | Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. |
| 5.4. | The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser. |
| 6. Patent rights | |
| 6.1. | The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |
| 6.2. | When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity. |
| 7. Performance security | |
| 7.1. | Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. |
| 7.2. | The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. |
| 7.3. | The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: |
| 7.3.1. | 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 |
| 7.3.2. | a cashier's or certified cheque |
| 7.4. | The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified. |
| 8. Inspections, tests and analyses | |
| 8.1. | All pre-bidding testing will be for the account of the bidder. |
| 8.2. | If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser. |
| 8.3. | If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. |
| 8.4. | If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. |
| 8.5. | Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. |
| 8.6. | 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier. |
| 8.8. | The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC. |

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| 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, and in any subsequent instructions ordered by the purchaser. |
| 10. Delivery | |
| 10.1. | Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified. |
| 11. Insurance | |
| 11.1. | The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified. |
| 12. Transportation | |
| 12.1. | Should a price other than an all-inclusive delivered price be required, this shall be specified. |
| 13. Incidental | |
| 13.1. | The supplier may be required to provide any or all of the following services, including additional services, if any: <ul style="list-style-type: none"> 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. |
| 13.2. | Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services. |
| 14. Spare parts | |
| 14.1. | As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: <ul style="list-style-type: none"> 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and; 14.1.2. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2. 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, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract. |
| 16. Payment | |
| 16.1. | The method and conditions of payment to be made to the supplier under this contract shall be specified. |
| 16.2. | The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. |
| 16.3. | Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier. |
| 16.4. | Payment will be made in Rand unless otherwise stipulated. |

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| 17. Prices |
| 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Variation orders |
| 18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price. |
| 19. Assignment |
| 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts |
| 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance |
| 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. |
| 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties. |
| 21.5. 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: |
| 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; |
| 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or |
| 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. |
| 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. |
| 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. |
| 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction. |
| 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated. |
| 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: |
| 23.6.1. the name and address of the supplier and / or person restricted by the purchaser; |
| 23.6.2. the date of commencement of the restriction |
| 23.6.3. the period of restriction; and 23.6.4. |
| 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. |

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| 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 may be due to him. |
| 25. Force Majeure | |
| 25.1. | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. |
| 25.2. | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event. |
| 26. Termination for insolvency | |
| 26.1. | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser. |
| 27. Settlement of Disputes | |
| 27.1. | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. |
| 27.2. | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. |
| 27.3. | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. |
| 27.4. | Notwithstanding any reference to mediation and/or court proceedings herein, |
| 27.4.1. | the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and |
| 27.4.2. | the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescriptions of the contract. |
| 28. Limitation of liability | |
| 28.1. | Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; |
| 28.1.1. | 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 |
| 28.1.2. | the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. |
| 29. Governing language | |
| 29.1. | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| 30. Applicable law | |
| 30.1. | The contract shall be interpreted in accordance with South African laws, unless otherwise specified. |
| 31. Notices | |
| 31.1. | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice |
| 31.2. | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice. |
| 32. Taxes and duties | |
| 32.1. | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. |
| 32.2. | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. |
| 32.3. | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order. |
| 32.4. | No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears. |

| | |
|--|---|
| 33. Transfer of contracts | |
| 33.1. | The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser. |
| 34. Amendment of contracts | |
| 34.1. | No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing. |
| 35. Prohibition of restrictive practices | |
| 35.1. | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding. |
| 35.2. | If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. |
| 35.3. | If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned. |
| <i>General Conditions of Contract (revised July 2010)</i> | |

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.
- (g) A Person who is an advisor or consultant contracted with the Municipality.

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

Section 3.9.1: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> A Person who is an advisor or consultant contracted with the Municipality |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|-----------------------|
| | | current | Within last 12 months |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

* Insert separate page if necessary

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.

Section 3.13.1: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> A Person who is an advisor or consultant contracted with the Municipality |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---------------------------------|---|---|-----------------------|
| | | current | Within last 12 months |
| | | | |
| | | | |
| | | | |
| | | | |

* Insert separate page if necessary

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

YES / NO

3.14.1 If yes, furnish particulars:

.....

.....

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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).

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

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

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

1.3 The maximum points for this tender are allocated as follows:

| | | POINTS |
|--|-----------------------------|------------|
| PRICE | | 80 |
| SPECIFIC GOALS | 50% of the 20 Points | 20 |
| • B-BBEE STATUS LEVEL OF CONTRIBUTOR | 10 | |
| • LOCALITY OF SUPPLIER | 10 | |
| Total points for Price and SPECIFIC GOALS | | 100 |

1.4 **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

1.5 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:

| 80/20 | or | 90/10 |
|---|----|---|
| $Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$ | or | $Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$ |

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest 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.

5. POINTS AWARDED FOR SPECIFIC GOALS

- 5.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.
- 5.2 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:
- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.
 - (b) local labour and/ or promotion of enterprises located in the municipal area (phased in approach to be applied for other RDP goals)
- 5.3 Regarding paragraph 5.2 (a) at least **50% of the 20 points** will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

| B-BBEE Status Level of Contributor | Number of Points for Preference (80/20) | Number of Points for Preference (90/10) |
|------------------------------------|---|---|
| 1 | 10 | 5 |
| 2 | 9 | 4.5 |
| 3 | 7 | 3.5 |
| 4 | 6 | 3 |
| 5 | 4 | 2 |
| 6 | 3 | 1.5 |
| 7 | 2 | 1 |
| 8 | 1 | 0.5 |
| Non-compliant contributor | 0 | 0 |

- 5.4 A tenderer **must submit proof** of its BBBEE status level contributor [scorecard].
- 5.5 A tenderer failing to submit proof of BBBEE status level of contributor –
- 5.5.1 may only score in terms of the 80/90-point formula for price; and
 - 5.5.2 scores 0 points for BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 5.6 Regarding paragraph 9.2 (b) a maximum of **50% of the 20/10 points** will be allocated to promote this goal. Points will be allocated as follows.

| LOCALITY OF SUPPLIER (SUBMIT PROOF OF REGISTERED BUSINESS ADDRESS) E.G MUNICIPAL ACCOUNT OR LEASE AGREEMENT | 50% of the 20 Points = 10 |
|--|---------------------------|
| Within the boundaries of the Cape Agulhas Municipality | 10 |
| Within the boundaries of the Overberg | 5 |
| Within the boundaries of the Western Cape | 2 |
| Outside of the boundaries of the Western Cape | 0 |

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

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) | B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|--|---|
| SPECIFIC GOALS | 20 | | |
| 1. B-BBEE STATUS LEVEL OF CONTRIBUTOR | 10 | _____ | _____ |
| 2. LOCALITY OF SUPPLIER | 10 | Indicate (YES/NO) | Number of points claimed (maximum 10 points) |
| <ul style="list-style-type: none"> Within the boundaries of the Cape Agulhas Municipality | 10 | _____ | _____ |
| <ul style="list-style-type: none"> Within the boundaries of the Overberg | 5 | _____ | |
| <ul style="list-style-type: none"> Within the boundaries of the Western Cape | 2 | _____ | |
| <ul style="list-style-type: none"> Outside of the boundaries of the Western Cape | 0 | _____ | |

5.7 Promotion of Local area suppliers

The tenderer must be located within the geographical area specified and must have a fully functional office / premises from where it operates.

5.7.1. The registered address as reflected on the Companies and Intellectual Property Commission (CIPC) report.

5.7.2. Municipal account registered in the name of the tenderer not older than 3 months.

5.7.3. Where the tenderer is not the owner of the property:

5.7.3.1. A valid lease agreement; or

5.7.3.2. A sworn affidavit not older than 3 months from the property owner that the address used to claim points in paragraph.

5.7.2 (Table 1) above is being rented out to the tenderer at no cost.

5.7.3. The registered address as reflected on the Companies and Intellectual Property Commission report.

- Cape Agulhas Municipality will reserve the right to use any and all available information at its disposal, including conducting site visit and inspections to verify a bidders claim of having a local office within the Cape Agulhas Municipal area and that the bidder or principal of the bidder (in the event of the bidder being a legal entity) is domiciled within the Cape Agulhas Municipal area.
- The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by just accepting the legal documentation).
- The purpose of the locality points is to promote local economic development within the Cape Agulhas Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

5.8. Where the tenderer submitted incorrect or outdated information (municipal account, lease agreement or sworn affidavit) or none of the above, it will be interpreted to mean that preference points for Promotion of Local area of supplier are not claimed.

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:.....

6.2 Company registration number.....

6.3 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]

6.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (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 by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Cape Agulhas Municipality** in accordance with the requirements and specifications stipulated in bid number **SCM40/2025/26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPAMUNICIPALITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)

1. I **HENDRIK KRÖHN** in my Cape Municipality as **ACTING MUNICIPAL MANAGER** accept your bid under reference number **SCM40/2025/26** dated **23 January 2026** for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | B-BBEE STATUS LEVEL |
|--|---------------------------------------|-----------------|---------------------|
| FINANCIAL MANAGEMENT & ACCOUNTING SERVICES FOR A PERIOD OF 3 YEARS | | | |

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

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 | 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). 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. | 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)? 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 | 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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**SCM40/2025/26 FINANCIAL MANAGEMENT & ACCOUNTING SERVICES FOR A
PERIOD OF 3 YEARS**

in response to the invitation for the bid made by:

CAPE AGULHAS MUNICIPALITY

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.

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Signature

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Date

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Position

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Name of Bidder