BID DESCRIPTION: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSET MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSET REGISTER FOR THE PERIOD OF 36 MONTHS RENEWABLE ANNUALLY

Bid Number: MLM 10/2024/25

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

Department contact number: 016 973 8867

CLOSING DATE: 30 January 2025

TIME: 11H00

DEPOSITED IN THE BID BOX SITUATED AT:

Metsimaholo Local Municipality, No 10 Fichardt Street, Finance Building, 1st Floor

Name of Bidder: ____

Bid Amount (Vat Inclusive: ____

CSD Supplier Number: ____

Contact Person: ____

Contact no: ____

Email Address: ____

Please Note:

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

TABLE OF CONTENTS

WARNING DISCLAIMER.

MISREPRESENTATION OF INFORMATION (FRAUD)

NB: The Municipality reserves the right to blacklist the company & it's directors should it be found to have submitted false documentation. If contract already awarded, it will be terminated and the service provider will be reported to National Treasury for blacklisting.

I, ____, the director of

____ hereby

*declare that all supporting documents (**compliance and functionality**) submitted with this bid are valid.*

Signed at: ______________________

Signature: _______________________

Date : ________________________

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**MLM 10/2024/25**	CLOSING DATE:	**30 January 2025**	CLOSING TIME:	**11H00**
DESCRIPTION	**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSET MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSET REGISTER FOR THE PERIOD OF 36 MONTHS RENEWABLE ANNUALLY**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Metsimaholo Local Municipality
No 10 Fichardt Street
Finance Building
1st Floor

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	

ARE YOU THE ACCREDITED REPRESENTATIVE *IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES ENCLOSE PROOF]	***ARE YOU A FOREIGN BASED SUPPLIER FOR*** *THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		*TOTAL BID PRICE*	**R**
SIGNATURE OF BIDDER	…………………………………	*DATE*	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	**FINANCE**	DEPARTMENT	**TECHNICAL SERVICES**
CONTACT PERSON	**SCM**	CONTACT PERSON	**MR M MOSAI**
TELEPHONE NUMBER	**0169738740/1/2/3/4**	TELEPHONE NUMBER	**016 973 8867**
E-MAIL ADDRESS	**N/A**	E-MAIL ADDRESS	**morena.mosai@metsimaholo.gov.za**

MBD1

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

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

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

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

DATE: ………...……………………………………………

MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bid: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSET MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSET REGISTER FOR THE PERIOD OF 36 MONTHS RENEWABLE ANNUALLY

Bid Number: MLM 10/2024/25

Closing Time: 11H00 **Closing date:** 30 January 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

- Required by: ………………………………….
- At: …………………………………….
- Brand and Model ………………………………….
- Country of Origin ………………………………….
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ………………………………….
- Period required for delivery ………………………………….
  *Delivery: Firm/Not firm
- Delivery basis …………………………………….

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

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
*Delete if not applicable.

COMPLIANCE REQUIREMENTS

NO	RETURNABLE	NOTES
1	A copy of a CSD summary report OR CSD number.	• CSD full report or summary report OR CSD number. • Municipality may not make any award to a person whose tax matters are not complaint with SARS, please note that tax compliance will be verified before any award.
2	Proof of company registration documents with the Director's details must be attached.	• The company registration documents must indicate the company and director's details.
3	Fully completed MBD forms	• Fully Completed and signed in handwriting and in black ink pen.
4	Joint Venture Agreement	• If applicable submit a complete and signed JV agreement.
	• **NB! The following documents will not be accepted on ITEM 5; 6 AND 7:** Affidavits; Address confirmation letter; invoices from the body corporates or agents, rates, and taxes of the lessor (without a lease agreement) and municipal tender / rates clearance letter	
5	Latest Municipal rates and taxes account for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS. • **NB!** Strictly **NOV/DEC 2024 OR JAN 2025** municipal rates & taxes statement.	• Strictly submit **NOV/DEC 2024 OR JAN 2025** municipal rates & taxes statement • The submitted account must not be in arrears for more than 3 months. • In a case of Rates & Taxes Account being in a family member's name, ONLY MUNICIPAL Account where the address of the Account matches the address on the company registration documents will be accepted) if not in arrears for more than 3 months.
6	In the event of a tenant renting a lease agreement MUST be attached for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.	The lease agreement must include the following: • A valid copy of the lease agreement must be signed by (both Lessor and lessee). • The lease agreement must indicate dates of commencement and expiry or duration. • In a case where the lease agreement has expired and there is a clause indicating an automatic renewal, the original lease agreement and a confirmation letter signed by Lessor must be attached. • In the occasion where the lease agreement has expired the original lease agreement AND extension must be attached with commencement and expiry dates or duration.
	Note: If the company registration document's physical address on lease agreement or the municipal rates and taxes statement is the same as the Director's physical address, we will accept for both Company & Director.	
7	Municipal rates and taxes for bidders who are from the rural areas for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS/SHARE HOLDERS.	• If the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that rural/tribal area.
		•

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

Specific Goals (Locality) **REFER TO: MBD 6.1**	**The following must be submitted for proof of locality:** • Municipal account in the name of the bidder not older than 90 days or • A valid copy of lease agreement signed by both parties, where the bidder is the lessee, or • SARS tax pin document • An official letter from the bank or bank statement indicating the registered business address of the bidder • Bidders from rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.

NB: 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.

PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY

ITEM	DESCRIPTION	WEIGHT
1	**COMPANY EXPERIENCE:** A signed appointment letters/or an official orders with a Metsimaholo LM corresponding reference forms with completed similar projects in Local Government **(attached in page 12 – 14).** • Three signed appointment letters/or an official orders with a Metsimaholo LM corresponding reference forms with completed similar projects in Local Government - **30 points**. • Two signed appointment letters/or an official orders with a Metsimaholo LM corresponding reference forms with completed similar projects in Local Government – **20 points** • One signed appointment letter/or an official order with a Metsimaholo LM corresponding reference form with completed similar projects in Local Government - **10 points**. **** The audit improvements from period starting <u>from 2019 onwards</u>.*** *****The reference letter must confirm that the bidder's experience improved audit outcome on Assets Management (Property, Plant and Equipment)***	30
2	**HUMAN CAPITAL (PERSONNEL):** 1. **Civil Engineering** – Minimum qualification Degree / B Tech in Civil Engineering and valid Professional Body Registration Certificate with minimum 5 years' experience in Assets Management - **points 10** 2. **Electrical Engineering** – Minimum qualification Degree / B Tech in Electrical Engineering and valid Professional Body Registration Certificate with minimum 5 years' experience in Assets Management - **points 10** 3. **Mechanical Engineering** - Minimum qualification Degree / B Tech in Mechanical Engineering and valid Professional Body Registration Certificate with minimum 5 years' experience in Assets Management - **points 10** **NB: Attach copy of CV & Qualifications**	30

3	**ADMINISTRATIVE SUPPORT INCLUDING EXPERIENCE:** 1. **Project Manager –** Minimum qualification (CA)SA with minimum 5 years' experience in Assets Management (**points 10)** 2. **GIS Technician** – Minimum qualification Diploma in Geographic Information System with minimum 3 years' experience in Assets Management (**points 10**) 3. **Property Valuers** – Minimum qualification Diploma in Property Valuation with minimum 3 years' experience and Certificate from the Membership of the South African Council of Property Valuers Profession (SACVP) (**points 10**) **NB: Attach copy of CV & Qualifications**	**30**
4	**TOOLS TO EXECUTE THE PROJECT WHICH MUST INCLUDE THE FOLLOWING:** Signed Confirmation letter on the bidder's letterhead that the following tools will be available (**02points per tools).** • Geographical Information System (GIS) • HD Camera • Vehicles • Movable asset handheld scanner and data logger • Infrastructure assets GPS handheld device and data logger	**10**
	TOTAL	**100**
Bidders must obtain a minimum of 80points for functionality for further evaluation		

SATISFACTORY LETTER – A

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 10/2024/25** for the:
APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSET MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSET REGISTER FOR THE PERIOD OF 36 MONTHS RENEWABLE ANNUALLY

Municipal/ Client's Name	
Project Name	
Contract Number/Tender number/ Order number	
Project value/ Order amount	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory and improved an audit outcome on Assets Management (Property, Plant and Equipment? Yes / No	*If No*, please furnish details:
Will you recommend this supplier to anyone without reservations? Yes / No	*If No*, please furnish details:

Name of authorized person: .... **Position** .... **Signature:** ....

Telephone: .... **E-mail:** ....

Date: ....

Completed on behalf of (Name of Institution)

....

NB: *This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points*

OFFICIAL INSTITUTION STAMP

SATISFACTORY LETTER – B

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 10/2024/25** for the:
APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSET MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSET REGISTER FOR THE PERIOD OF 36 MONTHS RENEWABLE ANNUALLY

Municipal/ Client's Name	
Project Name	
Contract Number/Tender number/ Order number	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory and improved an audit outcome on Assets Management (Property, Plant and Equipment? Yes / No	*If No*, please furnish details:
Will you recommend this supplier to anyone without reservations? **Yes / No**	*If No*, please furnish details:

Name of authorized person: .... **Position** .... **Signature:** ....

Telephone: .... **E-mail:** ....

Date: ....

Completed on behalf of (Name of Institution)

....

OFFICIAL INSTITUTION STAMP

NB: *This document must be completed in full by the referee and it to be included in the bid submission.*

Failure to adhere to this requirement will result in the bidder not being allocated points.

SATISFACTORY LETTER – C

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 10 /2024/25** for the:
APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSET MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSET REGISTER FOR THE PERIOD OF 36 MONTHS RENEWABLE ANNUALLY

Municipal/ Client's Name	
Project Name	
Contract number/Tender number/ Order number	
Project value/ Order amount	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory and improved an audit outcome on Assets Management (Property, Plant and Equipment? Yes / No	*If No*, please furnish details:
Will you recommend this supplier to anyone without reservations? Yes / No	*If No*, please furnish details:

Name of authorized person: .... **Position** .... **Signature:** ....

Telephone: .... **E-mail:** ....

Date: ....

Completed on behalf of (Name of Institution)

....

NB: *This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*

OFFICIAL INSTITUTION STAMP

DETAIL SCOPE OF WORK or TERMS OF REFERENCE

BACKGROUND

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

In terms of section 63 of the Municipal Finance Management Act, No. 56 of 2003 (MFMA):

1. *The accounting officer of a municipality is responsible for the management of-*
   a) *the assets of the municipality, including the safeguarding and the maintenance of those assets; and*
   b) *the liabilities of the municipality.*
2. *The accounting officer must for the purposes of subsection (1) take all reasonable steps to ensure*
   a) *that the municipality has and maintains a management, accounting and information system that accounts for the assets and liabilities of the municipality;*
   b) *that the municipality's assets and liabilities are valued in accordance with standards of generally recognized accounting practice; and*
   c) *that the municipality has and maintains a system of internal control of assets and liabilities, including an asset and liabilities register, as may be prescribed.*

In terms of the provision of section 122 of the MFMA:

1. *Every municipality and every municipal entity must for each financial year prepare annual financial statements which-*
   a. *Fairly present the state of affairs of the municipality or entity, its performance against its budget, its management of revenue, its expenditure, assets and liabilities, its business activities, its financial results, and its financial position as at the end of the financial year; and*
   b. *disclose the information required in terms of sections 123, 124 and 125.*

Moveable Assets

- Agree the opening and closing balances of the fixed asset register to the General Ledger and the final annual financial statements for 2023/2024 financial year.
- Address issues raised by the Auditor General in the previous financial year's audits.
- Determine appropriate remainder of useful life and estimated residual value of assets.
- Reconcile the moveable asset register to the general ledger and propose adjustments where necessary.
- Calculate and prepare depreciation for the relevant years in question.
- Agree all the additions to the invoices (excluding VAT) to the general ledger, with locations and photos.
- Agree the disposals to the council resolution for disposal of such assets.
- Physical verification of all movable assets.
- Compile a detailed report on physical verification of moveable assets comprising of the methodology and approach and supporting evidence of the data collected.
- Provide an inventory list as proof of every location verified. The municipality and consultants to facilitate the sign off by responsible asset user.
- Prepare the moveable asset register that it is compliant with GRAP standards.
- Upload the asset register into the financial system.
- Review the register for accuracy and completeness once uploaded into the Finance Management System.
- Agree the closing balances per FAR to the general ledger and trial balance.
- Providing support during the audit process, including asset site visits to confirm existence, resolving audit queries raised by the auditor general and explanations on various working papers.
- Perform asset valuation and determine the market value of asset before disposal.
- Calculate gain or loss on disposal of assets to be disclosed in Annual Financial Statements.

Intangible assets

- Agree the movements with general ledger and annual financial statements 2023/2024.
- Confirm all the list of software owned by the municipality.
- Compute the amortisation.
- Agree the Opening and Closing balances of Fixed asset register to general ledger.
- Prepare the intangible asset register that it is compliant with GRAP standards.

Immovable Asset Register

- Prepare the immovable asset register in accordance with GRAP 17 standards.
- Physical verification of all immovable assets. (Property Plant and Equipment and investment properties).
- The immovable asset register includes the following work streams:
  - Water
  - Sanitation
  - Electricity
  - Land and Buildings
  - Investment Property
  - Inventory (Land and Buildings)
  - Roads and Stormwater
  - Landfill Sites
- Unbundling/Componentisation of Infrastructure Assets according to GRAP 17 and the capturing of it onto the Asset Register as well as GIS System.
- Compilation of Work in Progress Register.
- Reconcile the immovable asset register with verification report so as to agree all infrastructure assets to the asset register and update any changes noted during verification i.e. Asset location change, change in condition of asset etc.
- Perform condition assessment and provide detailed report.
- Agree all the additions to the invoices (excluding VAT) to the general ledger, with locations and photos.
- Determine appropriate remainder of useful life and estimated residual value of assets.
- Perform asset valuation and determine the market value of asset before disposal.
- Calculate gain or loss on disposal of assets to be disclosed in Annual Financial Statements.

FAR

- Address issues raised by the Auditor General in the previous financial years' audits.
- Prepare all adjustments as identified in consultation with the municipality's asset management office and ensure that the municipality validates and effect the required adjustments.
- Propose restatement journals for all prior year issues that may be identified during the course of preparing the fixed asset register.
- Provide a report, including methodology, on all assets that are verified as impaired and may need accounting general entries.
- Provide evidence that impairment testing has been performed.
- Provide progress reports.
- Calculate depreciation using the rates as depicted in the asset management policy
- Correction of asset classifications to be aligned with AFS.
- Ensure correct accounting treatment for disposed assets/write – off/ derecognized assets from the immovable asset register where applicable.
- Ensure all assets that were not in the asset register are included.

- Ensure that the asset condition assessment description is consistent for all assets in the immovable asset register.
- Analyse Insurance claims report to identify Assets acquired through insurance claims.
- Analyse the expenditure for the past three years (2020/2021, 2021/2022 and 2022/2023) and current year (2023/2024) of repair and maintenance votes to ensure correct classification of the expenditure.
- Ensure that each asset is cross referenced to a site name, erf number, supported by GPS coordinates as well as a photograph of the asset where applicable.
- Assessment of useful lives, impairment review and residual values and provide report on methodology.
- Implement all new/update GRAP standards applicable to moveable and immovable asset.
- Providing support during the audit process, including asset site visits confirming existence, resolving audit queries raised by the auditor general and explanations on various working papers.
- Assist in identifying, investigating and proposing correcting journals for duplicates and omissions in the asset register.

Work- In -Progress

- Confirm the opening balance to general ledger and final annual financial statements for 2023/2024
- Analyse current WIP and capitalisation of the completed projects
- Reconcile the general ledger with the source documents to confirm the accuracy and completeness of the register
- Ensure that there is split of the Work in Progress per component
- Ensure alignment of the WIP register to commitment and retention registers
- Compare general ledger amounts for the work in progress register
- Confirm the closing balance to WIP register and general ledger

Projects Completed in the current year

- Obtain supporting documentation such as completion certificates, Bill of Quantities, Journals for the transfer of the assets from WIP to PPE
- Componentize the assets using the source documents such Bill of Quantity, As Built and Shape files
- Survey and add GIS (Coordinates) for the componentized assets.

Donated Assets

- Obtain a list of all projects implemented on behalf of the municipality by the different implementing agencies.
- Gathering of the source documents

- Analysis of the expenditure using the source documents such Bill of Quantities, Completion Certificates and transfer journals,
- Or use the fair value (to be agreed) with management
- Componentise based on the BOQ,
- Geotagging of the componentised assets
- Analyse transfer journals with supporting documents
- Update the fixed asset register with transfer Journals
- Compare general ledger amounts against the fixed asset register

Roads and Roadside items

- Obtain movements file for the roads in the current register.
- Obtain all the maps of the roads within the municipality's demarcation.
- Ensure that there is a clear split for the roads owned by National, Provincial and Local government.
- Trace all the roads to the asset register
- Update the roads with distance and coordinates and segments.
- The road furniture be clearly linked to the main road.
- Update the register with all the proposed changes, condition assessment, impairment and reviewed RUL.
- All the changes made on the register to be signed off by the asset custodian and municipality.
- Ensure that each asset is cross referenced to a site name, erf number, supported by GPS coordinates as well as a photograph of the asset where applicable.
- Upload the register onto the system.
- Check the uploaded register for accuracy and completeness.
- Confirm the closing balance in the general ledger with the final Roads register.

Electricity, Water, Sewer and other facilities

- Obtain take on and movements file.
- Agree the opening balance to general ledger and final annual financial statements 2023/2024 per facility.
- Physical verification and componentisation of all the assets.
- Survey of all the facilities.
- For underground assets, obtain the maps, as built and shape files.
- Obtain the repairs and maintenance expenditure for the past three years and ensure correct classification of the expenditure and recomputed the depreciation.
- Condition assessment, impairment testing, residual values and remaining useful lives.
- Confirmation of water meters and electricity meters with the billing system ensure that a componentised list is available supporting the global figure.
- Confirmation of the meters replaced for the past three years.

- Confirmation of the zonal meters
- Confirmation of the boreholes
- Recalculation of the depreciation
- Derecognition of meters replaced and updating the register with latest ones with serial number or location.
- Ensure that each asset is cross referenced to a site name, erf number, supported by GPS coordinates as well as a photograph of the asset where applicable.
- Proposed changes to be affected on the registers be signed off by the municipality and asset custodians.
- Update the register and upload into the fiancé management system.
- Confirm closing balance with general ledger, Trial Balance and Fixed asset register.

Property register

- Obtain the latest Deeds Data from the Deeds office
- Compare the Deeds Data with the asset register
- Obtain List of all properties transferred to third parties (Human Settlement, Churches, Education, Health, NGOs, individuals, businesses)
- Obtain the List of vacant stands where intention has changed informed by Council decisions.
- Obtain council resolutions relating to properties for the past five years
- Obtain list of assets leased properties and tie the list with the contract register
- Perform full physical verification of land and buildings owned by the municipality
- Perform the valuation split of the land and buildings components
- Correct classification of land and buildings to investment property and Property and Plant, equipment.
- Ensure that each asset is cross referenced to a site name, erf number, supported by GPS coordinates as well as a photograph of the asset where applicable.

Servitudes

- Obtain taken-on file for the servitudes.
- Obtain source documentation on the ownership and registration
- Ensure closing balance in general ledger agrees with Fixed Asset Register

Land fill sites

- Data gathering by an expert
- Site visits by the expert
- Footprint survey
- Compilation of the report
- Presentation of the report and calculations
- Report sign off

Heritage assets

- Confirm take on file with the general ledger and annual financial statements
- Physical verification of all heritage assets
- Update the register
- Agree the closing balance to general ledger and Fixed asset register.

Other support activities required

1. Address issues raised by the Auditor General in the previous financial years' audits 20220/2021 to 2022/2023 financial year.
2. Ensure all assets that were previously not in the asset register are included in terms of relevant GRAP standards
3. Recalculate depreciation and impairment for the past three years and prepare prior year calculations
4. Analyse and propose restatement journals for all prior year issues that may be identified during the course of preparing the fixed asset register with the supporting evidence. and methodology
5. Provide a comprehensive report on all assets that are verified as impaired and may need accounting general entries. The report must detail the methodology and approach and also professional judgements taken on the attachment of the condition assessments.
6. Provide evidence that impairment testing has been performed.
7. Presentation of the audit file
8. Review of Asset Management Policy.
9. Submit progress reports on a regular basis in relation to the project as required by the project leader.
10. Attendance of the audit steering committee
11. Providing support during the audit process, including asset site visits confirming existence, resolving audit queries raised by the auditor general and explanations on various working papers.
12. Movable asset handheld scanner and data logger
13. Infrastructure assets GPS handheld device and data logger
14. Skills transfer development to carry out formal training and on the job training with the municipal staff.
15. Training of the municipal officials in the process and evidence submitted to the project leader, in terms of the names, portfolio covered and sign- off by the municipal official trained.

FIXED ASSET REGISTER VALUE (as of 31 August 2024)

Asset Type	Asset Amount	Estimated Number of Assets
1. Community Assets	R 123 977 510.91	608
2. Computer Equipment	R 3 977 612.79	1041
3. Furniture & fittings	R 1 207 933.71	4367
4. Heritage Assets	R 4 428 200.88	6
5. Infrastructure Assets	R 1 158 034 780.91	33125
6. Intangible Assets	R 1 874 626.10	9
7. Investment Property	R 440 763 847.70	6313
8. Leased Assets	R 2 824 332.79	37
9. Machinery &Equipment	R 17 721 311.91	901
10. Office Equipment	R 1 330 928.27	744
11. Properties	R 100 902 587.15	716
12. Transport Assets	R 7 806 748.59	123
TOTAL	**R 1 864 850 421.71**	**47990**

PRICING SCHEDULE

No.	Description	2024/25	2025/26	2026/27
1.	**Movable Assets Scope of Work**			
1.1	Verification of all movable assets and reconcile the moveable assets to the asset register, general ledger, annual financial statements and propose adjustments where necessary			
1.2	Review of repairs and maintenance votes to ensure completeness of capital expenditure and propose correcting journals			
1.3	Review of assets acquired through insurance claims and assets to be derecognised through insurance claims.			
1.4	Review of useful life and residual values and determine appropriate remainder of useful life and estimated residual value of assets.			
1.5	Review the register for accuracy and completeness once uploaded into the Finance Management System.			
1.6	Perform condition assessment and determine impairment loss.			
1.7	Determine the market value for assets to be disposed (as and when required):			
	1.7.1 Computer Equipment- cost per equipment			
	1.7.2 Transport Assets- cost per vehicle			
	1.7.3 Office Furniture- cost per asset			
	1.7.4 Machinery & Equipment- cost per asset			
	1.7.5 Office Equipment- cost per asset			
	1.7.6 Furniture & Fittings- cost per asset			

1.8	Calculate gain or loss on disposal of assets to be disclosed in Annual Financial Statements			
No.	**Description**	**2024/25**	**2025/26**	**2026/27**
2.	**Immovable Assets Scope of Work**			
2.1	Identification, physical verification, valuation and componentisation of all infrastructure assets of the municipality within its arear of jurisdiction			
2.2	Identification, classification, verification, valuation and componentisation of buildings			
2.3	Compilation of Work in Progress Register			
2.4	Review Work in Progress Register			
2.5	Reconcile the immovable asset register with verification report to agree all infrastructure assets to the asset register and update any changes noted during verification i.e. Asset location change, change in condition of asset etc.			
2.6	Perform condition assessment, determine impairment, appropriate remainder of useful life and estimated residual value of assets and provide detailed report with supporting documentation.			
2.7	Analyse the expenditure for the past four years (2020/2021, 2021/2022, 2022/2023, 2023/2024) and current year (2024/2025) of repairs and maintenance votes to ensure correct classification of the expenditure.			
2.8	Assist in identifying, investigating and proposing correcting journals for duplicates and omissions in the asset register.			
2.9	Recalculate depreciation and impairment for the past three years and prepare prior year calculations			

2.10	Determine the market value for assets to be disposed (as and when required)			
	2.10.1 Investment Properties (Land)- cost per land			
	2.10.2 Properties- cost per asset			
	2.10.3 Electrical infrastructure assets- cost per asset			
	2.10.4 Sewer infrastructure assets- cost per asset			
	2.10.5 Water infrastructure assets- cost per asset			
2.11	Calculate gain or loss on disposal of assets to be disclosed in Annual Financial Statements			
3.	Skills transfer to carry out formal training and on the job training with the municipal staff			
4.	Compilation and submission of an audit file			
SUB-TOTAL COST PER YEAR				
VAT (15%)				
TOTAL COST PER YEAR				

GRAND-TOTAL

PRICING SCHEDULE

AUDIT SUPPORT (for as and when required basis)

DESCRIPTION	RATE PER HOUR
Provide assistance during audit and assist with resolving all audit queries relating to the appointment, including accompanying auditors on site visits, attending meetings to resolve audit findings in order to archive an unqualified audit opinion.	
Assist with the implementation of audit recommendation to ensure non-recurrence of the findings.	
SUB-TOTAL	
VAT (15%)	
TOTAL	

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

<u>NB:</u> The bidders are required to provide price escalations in percentages for 2nd year and 3rd year, where price escalation percentages are exorbitant, the escalation percentage will be negotiated to be within the market rate or CPI will be used if no agreement is reached.

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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, hareholder[2]):………………………..

3.4 Company Registration Number: ……………………………………………………………

3.5 Tax Reference Number:……………………………………………………………………

3.6 VAT Registration Number: ……………………………………………………………………

CSD 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. ….…………………………………………………………

…………………………………………………………………………………………

[1]MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months?

YES	NO

3.9.1 If yes, furnish particulars.………………………..……………………………………..

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

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? …………………………………

YES	NO

3.10.1 If yes, furnish particulars. ………………………………………………………………

…………………………………………………………………………………………………

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO

3.11.1 If yes, furnish particulars

………………………………………………………………………………

……………………………………...

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO

3.12.1 If yes, furnish particulars.

……………………………………………………………………………….

……………………………………………………………………………….

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

YES	NO

3.13.1 If yes, furnish particulars.

……………………………………………………………………………….

……………………………………………………………………………….

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

YES	NO

3.14.1 If yes, furnish particulars:

……………………………………………………………………………..

……………………………………………………………………………

Full details of directors / trustees / members / shareholders.

Full Name	**Identity Number**	**State Employee Number**

NB: If a supplier does not declare their interest correctly on the MBD4 Forms, then they will not be selected for any awards.

……………………………………..
Date

…………………………………….
Signature

…………………………………………
Capacity

…………………………………………
Name of Bidder

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing?

YES	NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

…………………………………………………………………

…………………………………………………………………

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

YES	NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

…………………………………………………………………

………………………………………………………………….

…………………………………………………………………

………………………………………………………………..

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

…………………………………………………………………

…………………………………………………………………

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion

of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES	NO

4.1 If yes, furnish particulars

……………………………………………………..

……………………………………………………..

CERTIFICATION

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

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

…………………………………..	…………………………………………………………..
Signature	**Date**
………………………................	………………………………………………………….
Position	**Name of Bidder**

MBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

Points Allocation

Location	Points Allocation
Bidder that is within the boundaries of the Metsimaholo Local Municipality	**20**
Bidder that is within the boundaries of the Fezile Dabi District Municipality	**15**
Bidder that is within the boundaries of the Free State Province	**10**
Bidder that is Outside the boundaries of the Free State Province	**05**

Proof of locality

The following must be submitted for proof of locality:

- Municipal account in the name of the bidder not older than 90 days or
- A valid copy of lease agreement signed by both parties, where the bidder is the lessee, or
- SARS tax pin document
- An official letter from the bank or bank statement indicating the registered business address of the bidder
- Bidders from rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: …………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……………………………………………………….

DATE: ……………………………………………………….

ADDRESS: ……………………………………………………….

……………………………………………………….

……………………………………………………….

……………………………………………………….

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	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 *audi alteram partem* 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 ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
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 ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

………………………………………... ………………………………………………….
Signature **Date**

…………………………………………. …………………………………………………..
Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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:

____
(Bid Number and Description)

in response to the invitation for the bid made by:

____
(Name of Municipality / Municipal Entity)

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

I certify, on behalf

Of :____that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

………………………………………………… …………………………………………………..
Signature **Date**

………………………………………………… ……………………………………………………
Position **Name of Bidder**

GENERAL CONDITIONS OF CONTRACT

NOTES

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.7 “Day” means calendar day.
1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so
delivered and a valid receipt is obtained.
1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 5 RSA.
1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the
benefits of free and open competition.
1.14 “GCC” means the General Conditions of Contract.
1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be
manufactured.
1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
1.20 “Project site,” where applicable, means the place indicated in bidding documents.
1.21 “Purchaser” means the organization purchasing the goods.
1.22 “Republic” means the Republic of South Africa.
1.23 “SCC” means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such 6 obligations of the supplier covered under the contract.
1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses
8.1 All pre-bidding testing will be for the account of the bidder.
8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7 Any contract supplies may on or after delivery be inspected, tested or 8 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing
9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

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

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

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

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

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

15. Warranty
15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from
design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 10
such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment
16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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

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

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

20. Subcontracts
20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance
21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 11 supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and
risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4 If a purchaser intends imposing a restriction on a supplier or any 12 person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction. These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector.
23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing

right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable
difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which 13
may be due to him

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

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

27. Settlement of Disputes
27.1 If any dispute or difference of any kind whatsoever arises between the
purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability
28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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

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

31. Notices
31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be
deemed to be proper service of such notice
31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties
32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.
32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme
33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices
34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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

Bid No. MLM	Bid Description	Evaluation Criteria	Specific goals	Bid Fee	Compulsory briefing session	CIDB Grading	Closing date	Technical Contact Person
10/2024/25	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR ASSET MANAGEMENT SUPPORT WHICH INCLUDE COMPILATION, UPDATE AND MAINTENANCE OF GRAP COMPLIANT ASSET REGISTER FOR THE PERIOD OF 36 MONTHS RENEWABLE ANNUALLY	80/20 Price and functionality	Locality Details are stipulated in the tender document	R 400.00	12 December 2024 @12h00 FINANCE BUILDING 2ND FLOOR FOYER	N/A	30 January 2025 @11h00 FINANCE BUILDING 2ND FLOOR FOYER	Mr M Mosai 016 973 8867

Bids terms and conditions:

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

Mr F.J Motloung

Notice No: 13/2024/2025

Municipal Manager

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

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

ANNEXURE A

Central Supply Database (CSD) Summary Report

ANNEXURE B

Company Registration Document

Certificate issued by Companies and Intellectual Property Commission

ANNEXURE C

Joint venture agreement (If applicable)

ANNEXURE D

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

ANNEXURE E

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

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

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

ANNEXURE F

COMPANY EXPERIENCE

A signed appointment letters/or an official orders with a Metsimaholo LM corresponding reference forms with completed similar projects in Local Government **(attached in page 12 – 14).**

ANNEXURE G

HUMAN CAPITAL (PERSONNEL)

ANNEXURE H

ADMINISTRATIVE SUPPORT INCLUDING EXPERIENCE

ANNEXURE I

TOOLS TO EXECUTE THE PROJECT

Signed Confirmation letter on the bidder’s letterhead that the following tools will be available.

- Geographical Information System (GIS)
- HD Camera
- Vehicles
- Movable asset handheld scanner and data logger
- Infrastructure assets GPS handheld device and data logger