



**WALTER SISULU**  
LOCAL MUNICIPALITY  
*Botho Humanity Ubuntu*

**TENDER DOCUMENT**

<b>TENDER NO</b>			
<b>TENDER DESCRIPTION</b>		<b>PROVISION OF ANNUAL FINANCIAL STATEMENTS PREPARATION FOR THE PERIOD OF THREE YEARS (2025/26 – 2028/29) AND MID TERM FINANCIAL STATEMENTS FOR A PERIOD OF THREE YEARS</b>	
<b>PERIOD</b>		<b>THREE (3) YEARS</b>	
<b>CLOSING DATE</b>	<b>Thursday, 05 March 2026</b>	<b>CLOSING TIME</b>	<b>12:00 NOON</b>
POSTAL ADDRESS: Walter Sisulu Local Municipality Attention: Supply Chain Management Unit PO Box 13 BURGERSDORP 9744  <i>Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope. Any tenders couriered to be deposited in the Municipality's Bid Box, any bids sent to the wrong recipient other than being deposited in the Bid Box will not be considered</i>		TO BE DEPOSITED IN: The bid box at the entrance of the Municipal Offices Walter Sisulu Local Municipality 1 Jan Greyling Street BURGERSDORP 9744	
ATTENTION: BUDGET AND TREASURY OFFICE SUPPLY CHAIN MANAGEMENT UNIT WALTER SISULU LOCAL MUNICIPALITY BURGERSDORP 9744  TITLE OF THE BID:  BID NO:		A bid document must be posted or couriered (at sender's risk) to the Municipality address in good time so as to reach the Municipality before the above-mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.	
<b>SUMMARY FOR TENDER OPENING PURPOSES</b>			
NAME OF TENDERER: .....			
CENTRAL SUPPLIER DATABASE NO: .....			
<b>TOTAL BIDDING PRICE (INCLUDING VAT)</b>			
Total Bidding Price (Including VAT)		R	
<b>PREFERENCE CLAIMED FOR:</b>			
Specific Goals for WSLM		20	
Preference Points Claimed for specific goals as follows:			
EME or QSE which is at least 51% owned by black people: 30% EME or QSE which is at least 51% owned by black people who are youth: 10% EME or QSE which is at least 51% owned by black people who are Women: 20% EME or QSE which is at least 51% owned by black people with disabilities: 10% EME or QSE which is at least 51% black owned by black Local (WSLM) business: 20% EME or QSE which is at least 51% black military veterans: 10%			
<i>In the event that a bidding entity does not meet the 51% threshold, the award of points shall be prorated. For example, if</i>			

*the entity is owned 30% by a black person, only a portion of the targeted allocation for black people (30%) shall be awarded.*

**VALIDITY PERIOD:**

Bids submitted are to hold good for a period of 90 days after the bid closure

**CONTACT DETAILS FOR:**

**Bidding procedures and documents**

**Mr N Mshicileli**  
Tel: 051 653 1777  
E-mail: [ntembeko.mshicileli@wslm.gov.za](mailto:ntembeko.mshicileli@wslm.gov.za)

**Bid Scope and technical specifications**

**Ms N Bobotyane**  
Tel: 051 653 1777  
E-mail: [nontsikelelo.bobotyane@wslm.gov.za](mailto:nontsikelelo.bobotyane@wslm.gov.za)

**WALTER SISULU LOCAL MUNICIPALITY**  
**TENDER NOTICE AND INVITATION TO TENDER**  
**REQUEST FOR PROPOSAL**

The Walter Sisulu Local Municipality seeks the services of the qualified service provider to conduct the following services:

<b>Project Name</b>	<b>Bid Number</b>	<b>Closing Date</b>
<b>Provision Annual Financial Statements Preparation for the Period of Three Years and Mid Term Financial Statements for a period of Three Years</b>	<b>68/2025/2026</b>	<b>Thursday, 05 March 2026</b>

The Walter Sisulu Local Municipality is seeking services from suitably qualified and experienced service provider for the compilation of annual financial statements for a period of three (3) years ( 2025/2026, 2026/2027 and 2027/2028) and midterm financial statements for a period of three (3) years. The service provider will also play a role of transferring the skills to the staff members on the preparation of the annual financial statements and management and maintenance of asset register.

Contracts will be based on the National Treasury General Condition of Contracts. The bids will be evaluated on the basis of the Preferential Procurement Policy Framework Act (Act No. 5, 2000), and the regulations pertaining thereto (2022) read in conjunction with WSLM policy on specific goals: **PRICE AND WSLM SPECIFIC GOALS: Price 80, Preferential Points (Specific goals) 20**

Detailed specifications are contained in the tender documents that are available at No 1 Jan Greyling Street, Walter Sisulu Municipality Office's Supply Chain Management Unit upon payment of a non-refundable fee of R890.00 for each document (direct bank deposit to FNB, 62476326965) from Tuesday, 3<sup>rd</sup> February 2026, or can be e-mailed at a request to [ntembeko.mshicileli@wslm.gov.za](mailto:ntembeko.mshicileli@wslm.gov.za) after the payment has been received for bidders who are unable to collect the document, please be advised to use notice number as a reference on the proof of payment alternatively download tender document on e-tenders

**Failure to submit or complete supplementary information will result in the tender being non-responsive.**

All bidders must submit latest Municipal Rate charges and taxes Statement of the Company or All its Directors from their respective Municipalities and must not be older than three months showing that they do not owe their respective Municipality, the stated document must not be older than 90 days in arrears or attach a valid signed lease agreement, signed by both Lessor and Lessee. If exempted bidders residing on areas not subjected to Municipal rates they are to submit a confirmation from the Municipality's Finance Department confirming that such a bidder is not liable for municipal rates

Failure to complete ALL MBD forms as stipulated in the Tender Document will result in a tender being deemed non-responsive

**NB: No quotations will be considered from persons in the service of the state.  
Failure to comply with the above conditions will invalidate your offer.**

The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates, taxes and Municipal Charges.

The Walter Sisulu Local Municipality does not bind itself to accept the lowest or any bid

All alterations in prices/quotes must be signed for and failure to sign will result in tender being deemed non-responsive.

Use of tip-ex is prohibited and the bidder will be deemed non-responsive

**Evaluation Criteria**

Evaluation on functionality for Bid Numbers: 68/2025/2026.

Bidders will have to score minimum points of 70 out of 100 points for further evaluation on price and WSLM Specific Goals

**Points For Specific Goals As Listed Below**

51% Race (Black Owned Entity): 6 (30%), 51% Youth (18-35): 2 (10%), 51% Gender (Women): 4 (20%), 51% Disability: 2 (10%), 51% Locality (within WSLM): 4 (20%), 51% black military veterans: 2 (10%) and non-compliant contributor: 0 (0%)

The specifications, detailed functionality including mandatory documents (eligibility criteria) and bid conditions are attached in the tender documents.

Completed bid documents and supporting documentation are to be placed in a sealed envelope endorsed with

**RELEVANT PROJECT NAME AND BID NUMBER** must be delivered to **Walter Sisulu Local Municipality, at No. 1 Jan Greyling Street, Burgersdorp, reception area, and placed in the Tender Box not later than 12H00 Noon on Thursday 05 March 2026** at which time the tenders will be opened in public.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender data and tender documents.

---

**KHAYALETU GASHI**  
**MUNICIPAL MANAGER**

**CHECKLIST**

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document

Description of document	Document number	Yes	No
Bid Conditions & Information			
Part A: Invitation to bid and Part B: Terms and Conditions for Bidding	MBD 1		
Terms of Reference /Specifications			
The statement of municipal account that is not older than three months or Lease Agreement OR Affidavit from SAPS stating that the bidder is not obliged to pay municipal rates with a letter from a ward councilor is submitted with the tender document.			
SARS Pin and Tax Clearance Certificate			
Pricing schedule – Professional Services	MBD 3.3		
Form of Offer & Acceptance			
Declaration of Interest	MBD 4		
Preference points claim for WSLM specific goals	MBD 6.1		
Declaration of bidder's past supply chain management practices	MBD 8		
Certificate of independent bid determination	MBD 9		
Authority of Signatory			
General Conditions of contract & Bid Requirements			
Ethics Commitment for Suppliers			
Annexure A : Past Experience			

**Please sign on Completion.**

.....  
**NAME OF THE BIDDER**

.....  
**SIGNATURE**

.....  
**DATE**

## BID CONDITIONS AND INFORMATION

### 1. Bidders must adhere to the bid conditions , otherwise the bid will be disqualified.

### 2. Agreement

The successful bidder will be expected to sign the service Level agreement within 30 days of the date of notification by the Walter Sisulu Local Municipality that their bid has been accepted.

### 3. Completion of Bid Documents

- a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
- b) Bid documents may not be retyped or altered in any way, Bidder must complete the original issued bid document and original issued returnables .
- c) Tender documents must be completed with non-erasable ink. Any tender document completed with pencil will not be acceptable and shall be disqualified.
- d) Ensure that there are no errors or omissions.
- e) Bids price submitted must include vat where applicable.
- f) Failure to comply with any of the above will result in the invalidation of the bid.

### 4. Alteration or Qualification of Bid

- a) No unauthorised alteration of this set of bid documents will be allowed after the closing date. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before the closure date.
- b) The submission should be entirely legible. Any changes made to the original text of bid should be crossed through and signed for. DO NOT USE CORRECTION FLUID as this may invalidate your submission

### 5. Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

### 6. Submission of Bid

- (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the Tender Box at the Walter Sisulu Local Municipality **by not later than 12h00 on Friday, 05 March 2023.**
- (b) Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.
- (c) Clearly mark the back of the envelope with your bidder's name and address .

### 7. Opening, Recording and Publications of Bids Received.

- a) Bids will be opened in public immediately after the bid closure date, or at such time as specified in the bid documents. If requested by any bidder present, names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out loud.
- b) Bids received in time recorded and entered in a register which is open for public inspection.

- c) Late bids will be registered and returned unopened unless the bidder did not clearly specify their address at the back of the envelope.

#### **8. Tax Clearance Certificate , Tax Matters and VAT**

- a) Tender offers will only be accepted if the tenderer provides written proof from SARS that the tenderer either has no Tax obligations or has made arrangements to meet outstanding Tax obligations.
- b) Upon submission of a bid/quote the bidder automatically grants confirmation that SARS may, on an ongoing basis during the contract term disclose the bidders Tax Compliance status to the municipality
- c) Prices must always be VAT inclusive where applicable.

#### **9. Evaluation of Bids**

Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid document.

#### **10. Acceptance or Rejection of a Bids**

The Walter Sisulu Local Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Walter Sisulu Local Municipality does not bind itself to accepting the lowest bid.

#### **11. Registration on Accredited Supplier Database**

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online ([www.csd.gov.za](http://www.csd.gov.za)) and verify their company information . The Walter Sisulu Local Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

#### **12. Tender offers will only be accepted if:-**

- a) the financial offer is market related , the municipality may negotiate a market related price with a tenderer scoring the highest points or cancel the tender
- b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
  - iii) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

#### **13. Requirements for the Joint Venture**

- a) J V agreement,
- b) original or certified copy of certificates or proof for claiming specific goals,
- c) letter of signatory.

#### **14. Site / Information Meetings**

None

## 15. Procurement Policy

- a) Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.
- b) The latest General Conditions of Contract and any Special Conditions of Contract will apply
- c) The Walter Sisulu Local Municipality Supply Chain Management Policy will apply. This policy is obtainable from the municipality upon request.

## 16. Expenses Incurred in Preparation of Bid

The Walter Sisulu Local Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.

## 17. Wrong Information Furnished

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

## 18. Validity Period

Bids shall remain valid for **90 days** after the bid closure date.

## 19. General and Special Conditions of Contract

The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.

## 20. Municipal Rates, Taxes and Charges

The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrears with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of the same before the bid closure date will be disqualified.

If the bidder is renting the office a Lease Agreement must be attached to the bid document

OR Affidavit from SAPS stating that the bidder is not obliged to pay municipal rates with a letter from a ward councilor is submitted with the tender document.

## 21. Contact with Municipality after Bid Closure Date

Bidders shall not contact the Walter Sisulu Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded for additional information or amendments of bids. Any effort by the bidder to influence the Walter Sisulu Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

## 22. Vetting Of The Supplier/Due diligence

- Tenderers must furnish the municipality with the details of similar services, which they have satisfactorily completed in the past to allow vetting process. Failure to do so will invalidate the bid.

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WALTER SISULU LOCAL MUNICIPALITY</b>					
<b>BID NUMBER:</b>	68/2025/2026	<b>CLOSING DATE:</b>	05 March 2026	<b>CLOSING TIME:</b>	12:00
<b>DESCRIPTION</b>	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN SERVICE LEVEL AGREEMENT</b>				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
<b>WALTER SISULU LOCAL MUNICIPALITY</b>					
<b>SUPPLY CHAIN MANAGEMENT UNIT</b>					
<b>NO 1 JAN GREYLING STREET</b>					
<b>BURGERSDORP</b>					
<b>9744</b>					
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CSD No:	
VERIFICATION CERTIFICATES BLACK OWNED, YOUTH, WOMEN, DISABLED, LOCALITY, MILITARY VETERANS [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	SWORN AFFIDAVITS		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		R	
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
	SCM UNIT	DEPARTMENT	FINANCIAL SERVICES		
CONTACT PERSON	NTEMBEKO MSHICILELI	CONTACT PERSON	N BOBOTYANE		
TELEPHONE NUMBER	(051) 653 1777	TELEPHONE NUMBER	(051) 653 1777		
E-MAIL ADDRESS	<a href="mailto:ntembeko.mshicileli@wslm.gov.za">ntembeko.mshicileli@wslm.gov.za</a>	E-MAIL-ADDRESS	<a href="mailto:nontsikelelo.bobotyane@wslm.gov.za">nontsikelelo.bobotyane@wslm.gov.za</a>		

**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: .....

---

**SPECIFICATIONS  
& SCHEDULE OF QUANTITIES**

## TERMS OF REFERENCE FOR PREPARATION OF ANNUAL FINANCIAL STATEMENTS FOR A PERIOD OF THREE YEARS AND MID TERM FINANCIAL STATEMENTS FOR A PERIOD OF THREE YEARS

### 1. SCOPE

The Contract entails the provision of specialist project accounting services to Walter Sisulu Local Municipality, to enhance the municipal expertise to prepare the GRAP/ mSCOA compliant Annual Financial Statements (AFS) for the period of three years and Interim AFS for three years. Walter Sisulu Local Municipality herewith extends this invitation to call for proposals from suitably skilled, capacitated and experienced Service Providers in the field of municipal financial accounting and who meet the eligibility criteria set out in the conditions of tender.

### 2. BACKGROUND

Walter Sisulu Local Municipality (WSLM) has identified critical shortcomings within its financial management, reporting, and revenue management functions. These gaps have contributed to recurring audit findings, difficulties in producing credible Annual Financial Statements (AFS), weak internal controls and an overall strain on internal capacity.

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

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

### 1. OBJECTIVES OF THE ASSIGNMENT

The overarching objective of this assignment is to stabilise, strengthen, and professionalise the financial management environment of Walter Sisulu Local Municipality to ensure credible, compliant, efficient, and sustainable financial administration beyond the contract period.

The Municipality seeks to appoint a competent service provider to provide comprehensive financial management support for the preparation of AFS over a three-year period and Interim Financial Statements for three years. The support model is intended to capacitate the municipality so that by year 3 it can prepare the annual financial statements internally and is structured as follows:

- Year 1: Full support (100% intervention) focusing on Preparation of Grap financial statements and Asset register, rapid improvement of the Audit opinion and foundational controls.
- Year 2: Tapered support (50% intervention) focusing on strengthening internal capacity and transferring skills.
- Year 3: Handholding and final transfer (capacity consolidation) enabling WSLM to perform functions independently.

This Terms of Reference (ToR) outlines the context, scope, deliverables, and expectations for the appointed service provider.

#### 3.1 Primary Objectives

The primary objectives of the service provider's intervention are to:

- Ensure timely and accurate preparation of Annual Financial Statements (AFS) and Interim Financial Statements that comply with GRAP.
- Strengthen financial governance and internal controls across all finance functions.
- Improve audit outcomes by addressing root causes of historical findings.
- Enhance financial reporting, budgeting, revenue management, expenditure management, and SCM controls.
- Implement a structured skills transfer programme to enable WSLM officials to eventually perform all functions independently.

#### 3.2 Supporting Objectives

- Provide technical support to improve financial systems alignment to SOPs and reporting capabilities.
- Support implementation and monitoring of the Audit Action Plan.
- Improve cash flow management, including revenue enhancement and payment controls.
- Strengthen asset management processes, with increased focus during Years 2 and 3.

#### 3.3 Long-term Sustainability Objectives

- Build a professionalised finance team through mentorship, coaching, and on-the-job capacity development.
- Improve institutional resilience through documented Standard Operating Procedures (SOPs) and financial control frameworks.
- Enable the municipality to achieve progressively better audit outcomes.
- Ensure full transfer of knowledge, systems understanding, and operational capability to municipal staff.

### 3. SCOPE OF THE SERVICES

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

#### 4.1. Accounting & financial management services

- To Review and restate 2024/25 Financial statements
- To compile the three year annual financial statements that are compliant with GRAP standards, conform to National treasury requirements and that have a clear audit trail for Financial Year 25/26, 26/27, 27/28
- Compile the AFS using case ware
- Perform Actuarial valuation for Long term service awards and post -retirement benefits
- To perform a review of the prior year audit report and management letter and resolve audit findings
- To perform prior year adjusting journal entries accepted by Auditor General SA,
- To provide clear supporting documentation that will be acceptable to Auditor General SA
- ensure that the balances in the general ledger and on the annual financial statements are fairly presented in all material respect (i.e. contain no material misstatements)
- To respond to audit queries arising from financial statements
- In addition to the foregoing requirements, the municipality requires accounting files (Master file and a copy) to support the figures reported on the financial statements for audit purposes.
- The service provider will be required to transfer skill to municipal staff on all Account balances
- To provide a clear training plan (Skills Transfer)
- Project team must have a Chartered Accountant with experience in local government
- Final draft of AFS must be submitted to the municipality by the 15th of August to allow for quality review.
- Identify, record and disclose irregular, Fruitless and wasteful expenditure
- Preparing Commitment Register and Contract Registers Reviewing them making sure they are in line with AG standards
- Assist with Supply Chain queries during audit execution
- Developing of Internal Controls
- Assist with rectifying of irregular expenditure of prior years and current year
- Prepare Reconciliations on all balances & prepare necessary registers
- Review of GL and ensure accurate recording
- To Ensure TB, GL, & AFS are in agreement
- Addressing Prior year errors
- Submitting AFS Quarterly for Reviewing
- Accounting for landfill sites
- Vesting of land and our IGRAP 18 methodology
- Accounting for VAT and Grants
- Perform A detailed review of all accounting policies in comparison to new developments in the public sector sphere (changes in standards, changes in best practice, changes in MFMA requirements or changes in MSCOA). The relevant review notes needs to clearly indicate how items were resolved with particular reference to our approach to reduce boilerplate disclosure,

4.1.3) A detailed review and assistance of all estimates and supporting working papers, including assistance with finding a suitable service provider/s for providing the following reports:

- a. Post-employment Benefits,
- b. Traffic Fines
- c. Rehabilitation of landfill sites
- d. Debtors impairments and GRAP 104 (2019 version of the standard)
- e. Asset register related estimates
- f. Changes in estimates
- g. Principle Agent Arrangements
- h. Actuarial valuations (post retirement medical benefits and long service awards)

4.1.9) Review of Revenue and Receivables as per requests.

Classification of receivables and revenue as exchange or non-exchange

- a. Classification of receivables as Statutory Receivables or Financial Instruments
  - b. Impairment methodology, calculations and disclosures
  
  - c. Assessment of billing correctness
  - d. Annual tariff file in comparison to the tariff policy
  - e. Valuation reconciliation review
  - f. The general valuation of debtors such as discounting, impairment indicators, payment ratios etc.
  - g. General revenue support requests
  - h. Completeness of revenue and receivables
- 4.1.10) A detailed review of all MFMA disclosures and supporting working papers, inter alia, distribution losses, suppliers with an interest of state, etc.,
- 4.1.11) Where needed, the municipality shall request specialist support regarding the Property Rates Policy and Tariffs aligned to the updated expectation emanating from legislation and MSCOA interpretations
- 4.1.12) Preparation of any non-trial balance disclosures, such as GRAP 19 contingencies, budget comparison statement, cash flow calculations, related parties, going concern, etc.,
- 4.1.13) A detailed the review of all Expenditure and Payables cycle.

:

**4.2 Asset register services:**

- 4.2.1) General:
- a. Ensure classification mapping is in accordance with mSCOA framework
  - b. Review the municipal asset hierarchy
  - c. Review the municipal asset unbundling methodology
  - d. Review the useful lives, residual values and depreciation and impairment calculations
  - e. Assist and/or review the annual impairment processes for the budget or AFS periods as requested (including provision of valuation values where needed)
  - f. Review and/or drafting of all asset related forms and standard operating procedures with the aim of budgeting and transacting for assets as per best practices aligned to MSCOA (e.g. planned and preventative maintenance)
  - g. Review the retentions for the year aligned to the audit risk
  - h. Periodic ad-hoc physical verification projects. The local community should be approached as sub-contracted staff when large verification projects are envisaged
  - i. Ad-hoc requests for the asset department as needed (which might include fleet and insurance questions)
- 4.2.2) Land Reconciliation:
- Preparing the annual deeds, SG data, General Valuation, Debtors system and FAR reconciliation
- a. The successful tenderer would be required to obtain SG Data where the municipality does not have such on hand
  - b. The deed search, GV, debtors erf number and FAR would be provided
  - c. The municipality will provide land sales and proposed land sales to be used in reconciling the Asset Register, Inventory Register and Spatial Data (e.g. SG register and GV)
  - d. The service provider must provide duplicate land parcels (especially in relation to consolidated and sub-divided erven)
  - e. The service provided would provide an IGRAP 18 assessment of land where indicators of a loss or gain of control without the title deed is evident.
  - f. Where needed, the tenderer may consult with the duly appointed municipal valuator to obtain updated valuations where the current GV does not fairly reflect the value of erven given its current or proposed use. The service will be limited to valuations and will only be upon pre-approval from the asset manager (the asset manager will issue an order to the valuator for the work)
  - g. The land reconciliation will be provided to the municipality based on the detailed SOP and decision trees used by the municipality
    - i. Decision trees and SOP's may be updated prior to the commencement of the reconciliation
    - ii. Ultimately, given the detailed technical data at the disposal of the land consultant, the consultant must provide an annual land register for the fixed assets and inventory that is reconciled, with substantive evidence supporting the exceptions, with the GV and SG data.

- iii. Vitally, the land registers provided shall include all impairments based on the GV's value for assets (or when there's a change in use, an updated valuation received from the municipal duly appointed valutors)
    - a. Using the municipal asset unbundling methodology, and prepare the municipal unbundling of capital acquisition at each year-end
    - b. Assets must be unbundled in terms of the municipal hierarchy – unbundling cannot deviate from the pre-approved asset hierarchy
    - c. Assist the finance department with the roll-out of the new integrated asset management through data-cleansing, updating of GIS spatial information and updating asset information either through verification or otherwise with the information needs of the user departments (breaking down the FAR to a technical FAR in terms of the user requirements for master planning)
    - d. Unbundling of assets must first be physically verified to ensure that the as-built and other supporting documents in the unbundling pack agrees to the assets on the floor (or underground as per observable markers that allows the tracing of underground networks).
    - e. While physically verifying the unbundled asset, provide the finance department with photo's of all completed works and where necessary, provide the potential impairment, disposal and change in useful life audit ready calculations
    - f. Where capital projects pertain to replacement or partial replacement of assets, provide the finance team with a detailed list of assets that needs to be disposed as well as the value of the disposal if partial disposal is appropriate
    - g. Level of Unbundling
      - The municipality will prescribe the level of unbundling in its asset management policy which is aligned to CIDMS Asset Hierarchy. A template would be provided to this extent
    - h. New assets completed during each financial year (30 June)
      - Identify completed projects (Work-in-progress assets as at the previous financial year PLUS capital expenditure for current financial year)
      - The tenderer should provide the municipality with the information that is easily integrated with the municipality's asset management system. The information should at least include the following:
        - i. A list of all completed projects as at the current financial year-end totalling to the capital expenditure per project to date
        - ii. Cost per componentised asset as per Asset Management Policy
        - iii. GIS link (spatial link) & feature
        - iv. Technical attributes of componentised asset (from as-builts, BOQ's and field verification
        - v. Cost per componentised asset
        - vi. Useful life of componentised asset
        - vii. Locations of componentised asset
        - viii. GPS co-ordinates per asset
        - ix. Field verification and photographic evidence of unbundled immovable assets
        - x. Completion date
        - xi. Insofar as to allow the municipality to have a complete audit file that can be reperformed, both spatially and financially
    - i. The output of the unbundling must be provided in the format as prescribed by the municipal asset register accounting software,
    - j. Each project/asset must reconcile as per the capital expenditure on the relevant mSCOA string provided by the municipality (CS Account):
      - Payment certificates must be analysed to split projects into their respective asset classes
        - As-built plans will be provided by Walter Sisulu Local Municipality upon request as well as copies of the payment certificates where needed
        - The tenderer(s) must be available to the municipality throughout the duration of the unbundling process and the completion of the Annual Financial Statements
        - All new assets must be captured and maintained GIS System or provide the municipality with shape files which could easily be integrated into GIS
        - The tenderer(s) must ensure that there is transfer of skills to the responsible project managers and GIS personnel
    - k. Engineering expertise with a financial background would be necessary
- 4.2.4) Work-in-progress assets at the end of each financial year (30 June)
- a. Identify all projects that will remain a work-in-progress as at the end of the current financial year

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

**4.4 Skills transfer & job shadowing support** to municipal officials in the execution of the above services support. Practical training sessions for technical updates may also be required in the above services. The service provider is required to provide a skills transfer plan that will be implemented over the 3 year period.

#### **Reporting Requirements**

The service provider shall submit the following mandatory reports:

- Monthly Progress Reports outlining activities undertaken, progress against deliverables, risks and mitigation.
- Monthly Financial Compliance Reports including reconciliations, MFMA compliance and audit actions.
- Quarterly Steering Committee Reports with detailed performance summaries.
- Annual Reports including AFS working papers, asset reports and audit readiness packs.
- Capacity Building Reports presented quarterly.
- Phase Reports including Year 1 Stabilisation Report, Year 2 Capacity Strengthening Report and Year 3 Transition Report.

#### **6 Risk Management**

A structured risk management process shall be implemented across the duration of the contract. The service provider will work with WSLM to identify, assess and manage risks related to financial reporting, compliance, internal controls, systems and capacity building.

Key risk management activities include:

- Development of a project risk register.
- Monthly risk monitoring and reporting.
- Implementation of mitigation strategies.
- Escalation procedures for high-impact risks.
- Review of systemic risks affecting audit outcomes.

#### **Payment Terms**

Payments will be made monthly upon submission and approval of an invoice accompanied by the required deliverables for that period. No advance payments will be made. WSLM reserves the right to withhold payment if deliverables are incomplete, substandard, or not submitted in accordance with the agreed schedule.

#### **Functionality**

A minimum score of 70% out of 100 points must be score in order to proceed to the Financial Evaluation on this bid.

<b>Item description</b>	<b>Capacity, experience and methodology</b>	<b>Weight</b>	<b>Requirement</b>
Experience	Company must demonstrate experience in executing projects of a similar nature	40	
	Company experience in preparation of GRAP annual financial statements and received unqualified audit opinion - 1 to 2 projects = 10 - 3 to 4 projects = 15 - 5 or more projects = 20 <b>Maximum points = 20</b>		Letters of reference from municipalities (letters must be on the Letter head of the municipality and signed by Accounting Officer/CFO)
	Experience in execution of Municipal support - 1 letter = 10 - 2 letters = 15 - 3 or more letters = 20 <b>Maximum points = 20</b>		Letters of reference from municipalities (letters must be on the Letter head of the municipality and signed by Accounting Officer/CFO)
Expertise	<b>Qualifications of team members</b>	40	
	Project director: CFO-level professional; BCom Accounting/Financial Management; Postgraduate qualification preferred  10+ years in local government; senior financial management experience; MFMA compliance; GRAP AFS oversight; Municipal financial recovery	10	

	and turnaround processes Total points 10		
	Project leader's membership of professional bodies (SAICA or IRBA) - Proof of membership = 5 - No membership = 0 <b>Total points = 5</b>	<b>5</b>	CV of project leader with certified copies of qualifications
	Project leader's qualifications - Diploma in accounting field= 1 - Degree in accounting field = 3 - Postgraduate diploma or higher – 5 <b>Maximum points - 5</b>		CV of project leader with certified copies of qualifications
	<b>Team members</b> <ul style="list-style-type: none"> <li>• Asset Management Specialist: Registered Professional Engineer (Pr. Eng) with ECSA; Degree in Engineering = 5 points</li> <li>• Agricultural specialist : experience with biological asset counts = 5 points</li> <li>• Revenue Management Specialist: 5+ years in revenue controls, billing, indigent management, credit control =5 points</li> <li>• Budget &amp; mSCOA Specialist: 5+ years in municipal budgeting and mSCOA configuration (Evidence of previous experience of CCG mSCOA added adv) Total points 5</li> <li>• Capacity Building &amp; Training Coordinator: 5+ years in training facilitation; skills transfer in government environments = 5 points</li> </ul>	<b>25</b>	CV of project leader with certified copies of qualifications
<b>Methodology</b>	<b>Project execution approach</b>	<b>20</b>	
	- Detailed work plan with timeframes = 5 - Skills transfer plan =5 - Understanding of the requirements are met = 5 - Methodological technical approach = 5 - On each one of the above not included in the proposal = 0 <b>Maximum points = 20</b>		Detailed work plan and methodological approach
<b>Total</b>		<b>100</b>	

## Evaluation

The Walter Sisulu Local Municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be accept it from persons in the service of the stage. The Walter Sisulu Local Municipality's supply chain management policy will apply in all tender stages.

The bid will be evaluated on Functionality, Price and Preference Points

**CERTIFICATE OF MUNICIPAL SERVICES**

Information required in terms of the Walter Sisulu Municipality's Supply Chain Management Policy.

Tender Number:	
Name of Bidder:	

<b>DETAILS OF THE BIDDER/S: Proprietor /Director(s) / Partners, etc:</b>	
Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all names, please attach the additional details to the tender document.			
Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned, (full name in block letters)

**certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.**

\_\_\_\_\_  
Signature

thus done and signed for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2025

**Please note:**

**Even if the requested information is not applicable to the Bidder, the table above should be endorsed**

**NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED**

**PRICING SCHEDULE**  
**(Professional Services)**

**MBD 3.3**

Name of Bidder:.....	Bid Number: .....
Closing Time: .....	Closing Date .....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
---------	-------------	--

1. The accompanying information must be used for the Formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated estimated time for completion of all phases and including all expenses inclusive of VAT for the project R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	R.....
.....	R.....	R.....
.....	R.....	R.....
.....	R.....	R.....
.....	R.....	R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
..... R.....	.....	.....	
..... R.....	.....	.....	
..... R.....	.....	.....	
..... R.....	.....	.....	

TOTAL: R.....

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
R.....	.....	.....	
R.....	.....	.....	
R.....	.....	.....	
R.....	.....	.....	
			TOTAL: .....

6. Period required for commencement with project after acceptance bid .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? .....

9. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, example consumer price index .....

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

**WALTER SISULU LOCAL MUNICIPALITY SUPPLIER DECLARATION FORM**

- 1. 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 and/or take an oath declaring his/her interest.
  
- 2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 2.1 Full Name: .....
- 2.2 Identity Number: .....
- 2.3 Company Registration Number: .....
- 2.4 Tax Reference Number: .....
- 2.5 VAT Registration Number: .....

Municipal SCM 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.

**DECLARATION:**

Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state?

Yes/No

If so, furnish particulars

.....  
.....

-----

Signature

-----

Capacity

-----

Date

-----

Name of Bidder

**FORM OF OFFER AND ACCEPTANCE  
COMPULSORY TO COMPLETE**

**TENDER NO:** [Provision Annual Financial Statements Preparation for the Period of Three Years and mid term financial statements for a period of three years]

**OFFER**

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

**TENDER NO \_\_\_\_\_: Provision Annual Financial Statements Preparation for the Period of Three Years and mid term financial statements for a period of three years**

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

By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender identified in the tender data. **AS PER PRICING SCHEDULE** This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance, and returning one copy of this document to the tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s) .....

Name(s) .....

Capacity .....

Company Name .....

Address .....

.....

.....

**ACCEPTANCE**

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the  
Employer .....

.....  
(Name and address of organization)

Date: .....

**DECLARATION OF INTEREST**

<b>1.</b>	No bid will be accepted from persons in the service of the state.	
<b>2.</b>	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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
<b>3</b>	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>	
<b>3.1</b>	Full Name of bidder or his / her representative: .....	
<b>3.2</b>	Identity number: .....	
<b>3.3</b>	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
<b>3.4</b>	Company Registration Number: .....	
<b>3.5</b>	Tax Reference Number: .....	
<b>3.6</b>	VAT Registration Number: .....	
<b>3.7</b>	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
<b>3.8</b>	Are you presently in the service of the state?*	Yes / No
<b>3.8.1</b>	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....	
<b>3.9</b>	Have you been in the service of the state for the past twelve months? If so, furnish particulars. ..... .....	Yes / No
<b>3.10</b>	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? If yes, furnish the following particulars:	Yes / No
<b>3.10.1</b>	Name of person: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....	

<b>3.11</b>	Are you aware of any relationship (family, friend, other) between the bidder and any person in the	Yes / No
-------------	--	----------

3.11.1	<p>service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:</p> <p>If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed: .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p>	
3.12 3.12.1	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed: .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p>	Yes / No
3.13 3.13.1	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed: .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p>	Yes / No
3.14 3.14.1	<p>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?</p> <p>If yes, furnish particulars:.....</p>	Yes / No

<b>4. Full details of directors / trustees / members / shareholders</b>			
<b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE</b>			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number / Persal Number
The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.			

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of the bidder**

<sup>1</sup> 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 or 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 entity; or

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

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

<b>PREFERENCE POINTS CLAIM FORM</b>
-------------------------------------

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Race, Youth, Gender, Disability and Locality.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF WSLM SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**1. GENERAL CONDITIONS**

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

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

1.2

a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>WSLM SPECIFIC GOALS</b>	20
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

**Specific Provisions Contained In The Revised Preferential Procurement Regulations 2022**

1.5 Failure on the part of a bidder to submit proof of Race, Youth, Gender, Disability, black military veteran and Locality contributor together with the bid, will be interpreted to mean that preference points for wslm specific goals of contribution are not claimed.

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

**2. DEFINITIONS**

**The following definitions are modified to the list of definitions:**

- (a) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (b) **“lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tender;
- (c) **“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
- (d) **“specific goals”** means specific goals as contemplated in section2(1)(d) of the Act which may include contracting with persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts;

- (h) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (i) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

80/20 or 90/10

Where

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

### 4. POINTS AWARDED FOR WSLM SPECIFIC GOALS

- 4.1 In terms of Walter Sisulu Local Municipality Policy and the Specific Provisions Contained In The Revised Preferential Procurement Regulations 2022, preference points must be awarded to a bidder for attaining the specific goals of contribution in accordance with the table below:

Specific Goal	Number of points (80/20 system)
51% Race(Black Owned Entity)	6
51% Youth (18-35)	3
51% Gender (Women)	5
51% Disability	2
51% Locality (within WSLM)	4
51% black military veterans	2
Non-compliant contributor	0

### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of specific goals level of contribution must submit proof of the claim for such goal.

### 6. SUB-CONTRACTING

- 6.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES <input type="checkbox"/>	NO <input type="checkbox"/>
------------------------------	-----------------------------

- 6.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES <input type="checkbox"/>	NO <input type="checkbox"/>
------------------------------	-----------------------------

- iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people	30%	30%
Black people who are youth	15%	15%
Black people who are women	25%	25%
Black people with disabilities	10%	10%
Black people living within Walter Sisulu Municipality	20%	20%
<b>OR</b>		
Any EME		
Any QSE		

**7. DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

**7.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**7.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

**7.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

7.8 Total number of years the company/firm has been in business:.....

7.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the WSLMN specific goals level of contributor indicated in paragraph 4.1 qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the WSLM Specific Goals level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned:
  - The enterprise is \_\_\_\_\_ % black woman owned:
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10, 000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE Level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & Stamp



**CONTRACT FORM – PURCHASE OF GOODS / WORKS**

**PART 2 (TO BE FILLED IN BY THE LOCAL MUNICIPALITY)**

I, **KHAYALETHU GASHI** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number \_\_\_\_\_ : **Provision Annual Fianacial Statements Preparation for the Period of Three Years and mid term financial statements for a period of three years** dated ..... for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<u>ITEM NO.</u>	<u>PRICE (ALL APPLICABLE TAXES INCLUDED)</u>	<u>BRAND</u>	<u>DELIVERY PERIOD</u>	<u>WSLM SPECIFIC GOALS STATUS LEVEL OF CONTRIBUTION</u>

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

**SIGNED AT** ..... **ON THIS** ..... **DAY OF** ..... **2023**

**SIGNATURE** .....  
**NAME (PRINT)** **KHAYALETHU GASHI**  
**MUNICIPAL MANAGER**

**OFFICIAL STAMP**

**WITNESSES**

1.....

2.....

**DATE**.....

.....

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

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

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract. .
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

<b>CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
---

I, the undersigned, in submitting the accompanying bid: **: Provision Annual Financial Statements  
Preparation for the Period of Three Years and mid term financial statements for a period of three years** in response to the invitation for the bid made by:

**WALTER SISULU LOCAL MUNICIPALITY**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

---

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

.....

.....

**Signature**

**Date**

.....

.....

**Position**

**Name of the Bidder**

<sup>3</sup> **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.**



**TABLE OF CLAUSES**

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

### **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 provider, 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 provider 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 any thing 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 provider 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 RSA.
  - 1.12 "Force majeure" means an event beyond the control of the provider and not involving the provider'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 provider 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 provider 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.

<b>General Conditions of Contract</b>	
	<p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.</p>
<b>4. Standards</b>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>5. Use of contract documents and information; inspection.</b>	<p>5.1 The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
<b>6. Patent rights</b>	<p>6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> <p>6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.</p>
<b>7. Performance security</b>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) a cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative</p>

<b>General Conditions of Contract</b>	
	<p>of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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 provider 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 providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>9. Packing</b>	<p>9.1 The provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.</p>
<b>10. Delivery and documents</b>	<p>10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.</p>
<b>11. Insurance</b>	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.</p>
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.</p>
<b>13. Incidental services</b>	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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 provider of any warranty obligations under this contract; and</li> <li>(e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul> <p>13.2 Prices charged by the provider 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 provider for similar services.</p>
<b>14. Spare parts</b>	<p>14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:</p> <ul style="list-style-type: none"> <li>(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and</li> <li>(b) in the event of termination of production of the spare parts:</li> </ul>

<b>General Conditions of Contract</b>	
	<p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>15. Warranty</b>	<p>15.1 The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.</p>
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p>
<b>17. Prices</b>	<p>17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.</p>
<b>18. Increase / decrease of quantities</b>	<p>18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.</p>
<b>19. Contract amendments</b>	<p>19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
<b>20. Assignment</b>	<p>20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
<b>21. Subcontracts</b>	<p>21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.</p>
<b>22. Delays in the provider's performance</b>	<p>22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.</p> <p>22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.</p>

<b>General Conditions of Contract</b>	
	22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.
<b>23. Penalties</b>	23.1 Subject to GCC Clause 25, if the provider 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.
<b>24. Termination for default</b>	<p>24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:</p> <p>(a) if the provider 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 22.2;</p> <p>(b) if the provider fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.</p> <p>24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>(i) the name and address of the supplier and / or person restricted by the purchaser;</p> <p>(ii) the date of commencement of the restriction;</p> <p>(iii) the period of restriction; and</p> <p>(iv) the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
<b>25. Anti-dumping and countervailing duties and rights</b>	25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
<b>26. Force</b>	26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for

<b>General Conditions of Contract</b>	
<b>Majeure</b>	<p>forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
<b>27. Termination for insolvency</b>	<p>27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.</p>
<b>28. Settlement of Disputes</b>	<p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>28.2 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 provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 Notwithstanding any reference to mediation and/or court proceedings herein,            (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and            (b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.</p>
<b>29. Limitation of liability</b>	<p>29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;            (a) the provider 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 provider to pay penalties and/or damages to the purchaser; and            (b) the aggregate liability of the provider 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.</p>
<b>30. Governing language</b>	<p>30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
<b>31. Applicable law</b>	<p>31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
<b>32. Notices</b>	<p>32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
<b>33. Taxes and duties</b>	<p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.</p>
<b>34. Transfer of contracts</b>	<p>34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.</p>
<b>35. Amendment of contracts</b>	<p>35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.</p>

**BID REQUIREMENTS OF ELUNDINI MUNICIPALITY**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED**

**CENTRAL SUPPLIER DATABASE (CSD) NO:**

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:	NUMBER
-----------------------	--------

FACSIMILE: AREA CODE:	NUMBER
-----------------------	--------

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted	Yes / No
--	----------

Income Tax Number	
-------------------	--

Name of taxpayer	
------------------	--

Identity number of taxpayer (if applicable)	
---	--

Employer's PAYE registration number (if applicable)	
---	--

Company or CC Registration No	
-------------------------------	--

Are you the accredited representative in South Africa for the goods / services offered by you?	YES NO / NOT APPLICABLE
--	-------------------------

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:



## REQUIRED DOCUMENTATION

### **A PUBLIC COMPANY or SECTION 21 COMPANY**

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

*In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.*

### **A CLOSE CORPORATION**

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

*If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.*

### **A TRUST**

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

### **A PARTNERSHIP**

A certified copy of the Partnership Agreement.

### **A SOLE PROPRIETOR**

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.



**WALTER SISULU**  
LOCAL MUNICIPALITY  
*Botho Humanity Ubuntu*

**Ethics Commitment for Suppliers of the Walter Sisulu Local Municipality**

**In our dealings with the Walter Sisulu Local Municipality we commit to uphold high standards of ethics. Among other things this means:**

- We will be honest and deal in good faith;
- We will not try to improperly influence any municipal official or decision;
- We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks);
- We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g. we will not engage in BBBEE fronting).
- We will inform the Municipality of any unethical behaviour which we become aware of in the procurement process, either related to other suppliers or to municipal officials.\*
- We will, through all our dealings, contribute to building a positive ethical culture in the Elundini Local Municipality.

This is our commitment to help build an ethical community.

Name of Company: \_\_\_\_\_

Name of authorised person: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* If you wish to report unethical conduct you can contact:

The Municipal manager: [khaya.gashi@wslm.gov.za](mailto:khaya.gashi@wslm.gov.za)

