

UMSOBOMVU LOCAL MUNICIPALITY



Project Description:

REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD OF 36 MONTHS.

BID NO: ULM/FIN/AFSFAR/04/2023

BIDDER:

AMOUNT:

CLOSING DATE:

CLOSING TIME:

ISSUED BY:

Mr Simphiwe Nkcithiso
Acting Municipal Manager
Umsobomvu Local Municipality
21A Church Street
Colesberg
9795

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1.1: TENDER NOTICE AND INVITATION TO TENDER

Umsobomvu Local Municipality hereby invites tenders in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003 for the following services:

No	Discipline / Profession	BID No	Quality Criteria	
1	REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD OF 36 MONTHS.	ULM/FIN/AFSFAR_04_2023	Experience of Tendering Entity	40
			Experience of Key Personnel	45
			Methodology and Implementation	15
			Max Possible Points	100

Proposals are hereby requested from prospective service providers for the compilation of annual financial statements for the period **36 months**.

Bidders are welcome to submit proposals. One bidder will be appointed for a three year period. The successful bidder will report directly to the Chief Financial Officer. The appointee's main responsibilities will be as follows:

- ✓ Compilation of the Grap Compliant Annual Financial Statements for 36 months (3 financial years).
- ✓ Assist with responses to; and addressing matters raised by the AG-SA. (3 financial years)
- ✓ Assist with compilation and maintenance of Grap Compliant fixed asset register. (3 financial years)
- ✓ Ensure that all steps are taken during the year to guarantee an improved audit opinion for the 3 upcoming financial years.

Tender document and proposals are to be completed in black ink and in accordance with the conditions and rules contained in the bid documents. Tender document and proposals shall be available at Umsobomvu Local Municipality Offices, 21A Church Street, Colesberg 9795 on the **municipal website (www.umsobomvumun.co.za)** or on the e-tender website for free.

The completed Tender document and proposals must be placed in the Tender Box, situated at the main reception area of Umsobomvu Local Municipality, 21A Church Street, Colesberg, 9795 no later than **5 May 2023**. Details of all bids received will be posted on the municipal website (**www.umsobomvumun.co.za**).

Bids which are deposited late, Telegraphic, telephonic, facsimile, e-mailed electronically will not be considered.

The Umsobomvu Local Municipality Procurement and Supply Chain Management Policies, the Preferential Procurement Policy Framework Act of 2022 and the regulations promulgated under this Act shall apply in the evaluation and awarding of the tender.

It must be expressly understood that the municipality accepts no responsibility of ensuring that bid on submissions sent by courier or post or delivered in any other way, are deposited in the tender box, it is therefore preferable for the bidder to ensure that their bids are placed in the Tender Box by their own staff or representatives.

Prospective Bidders must take note that the following tender conditions, and including requirements listed on the tender data will apply. (Failure to submit any of the following and those listed on the tender data will result in disqualification)

- Fully completed tender document.
- All bids submitted should remain valid for a period of **120 days** after the bid closing date.
- A Valid original SARS pin number and current tax Clearance Certificate.
- Certified copies of company founding statement (CK)
- Certified copies of directors' ID document and all submitted certificates must be original certified.
- Company profile with traceable references
- Proof of latest municipal rates, taxes and municipal services statement indicating that rates, taxes and municipal

services charges are not in arrears for more than 3 months, or if the property for your business is being leased to the bidder, then a lease agreement must be submitted.

- Company directors' statement of Municipal Accounts (Not older than three Month) must also be attached.
- Audited annual financial statements of the bidding entity (for more projects in excess of **R10 million**)
- Joint Venture agreement should be in CIDB JV agreement format and joint venture BBBEE must be combined.
- Bidders are required to submit original and valid BBBEE, status level verification certificates or certified copies thereof together with their bids, to substantiate their BBBEE rating claims, failure to submit will result in zero points score for BBBEE status level.
- All bidders must be registered on the Central Suppliers Database and active on the date of closing this bid. (log on www.csd.gov.za) for registration.
- Bidders must also take note that, Umsobomvu Local Municipality will not appoint and or enter into contract with service providers whose tax matters are non-compliant, however 7 days will be allowed for any successful bidder to make good of their tax matters prior appointment.
- Bids submitted by persons in the service of government (national, provincial, local or SOCs') will not be considered.
- All MBD forms must be completed accurately (MBD1, MBD2, MBD4, MBD6.1, MBD6.2, MBD 7.1, MBD 8, MBD 9).
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

EVALUATION OF BIDS IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, REGULATION 2022:

Bids will be evaluated in three stages namely:

- Stage 1- Eligibility Criteria
- Stage 2 – Functionality, ≥ 60 points (full details of functionality scores are in the tender data)
- Stage 3 - Financial offer and Specific goals, (**80/20** - point system) where,
 - **80 points: Price and**
 - **20 points: Specific Goals**, where: **10** points for 100% HDI owned companies, **4** Points for locality (domiciled in South Africa), **6** Points for locality (domiciled in the Northern Cape)

The Municipality reserves the right not to accept the only or lowest priced tender or any tender at all or accept the whole or part of any tender and or if:

- a) The tender amounts received are too high;
- b) The tenders do not comply with specific tender goals.
- c) Objective criteria exist which justify or necessitate the non-acceptance of any tenders

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9795

1.2: CHECKLIST OF MANDATORY DOCUMENTS

NO	ITEM	CONTRACT OR TICKOFF
1	Invitation to Bid	MBD 1
2	Declaration of Good Standing Regarding Tax	MBD 2
3	Pricing Schedule - Professional Services	MBD 3
4	Declaration of Interest	MBD 4
5	Preference points claim form	MBD 6.1
6	Contract Form - Rendering of Services	MBD 7.2
7	Declaration of Bidder's Past Supply Chain Management Practices	MBD 8
8	Certificate of Independent Bid Determination	MBD 9
9	Proof of CSD Registration	
10	Tax Compliance Status Pin Issued	
11	Director's and Company Municipal Account not older than 3 months from the closing date of this bid.	
12	Certified copy of Identification Document of Directors and/or Members.	
13	Certified copy of Certificate of Tenderer's Certified B-BBEE Status Level of Contributor	
14	Joint Venture Agreement (If the tenderer is a joint venture)	
15	Record of Addenda	
16	Proposed Amendments and Qualifications	
17	Experience of tendering entity	
18	Experience of Key personnel	
19	Methodology & Implementation	

1.3: TENDER CONDITIONS AND INFORMATION

1. General and special conditions of contract

The general conditions of contract (GCC) as well as special conditions of contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2. Acceptance or Rejection of a tender

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept part of it. The municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points. The municipality reserves the right to waive any requirements as contained in the bid conditions and or specifications.

3. Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

4. VAT

Price(s) quoted must be firm and must be inclusive of VAT.

5. Registration on central supplier database

It is expected of all prospective service providers who are not yet registered on the central supplier database to register without delay on the prescribed form. The municipality reserves the right not to award tenders to prospective suppliers who are not registered on the database.

6. Completion of Tender Documents

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Failure to do so will result in the disqualification of the tender.
- b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- c) The complete tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

7. Compulsory Documentation

7.1 Tax Clearance Certificate

- a) A copy of a Tax Compliance Status Pin or a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.
- c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

7.2 Municipal Rates, Taxes and Charges

- a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 month and must not be in arrears for more than 3 months at the tender closure date.
- b) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.
- c) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (d)
- d) Conditions for Lease agreement;
 - i. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
 - ii. Lessor's Company name and must appear on both the Lease Agreement and the Municipal Statement Account.
 - iii. The Lessee's Entity name must appear on the Lease Agreement

8. Compulsory statutory supporting documents

- a) Certified copies of Identity Documents of members / shareholders / directors of the company (original stamp not older than 3 months).
- b) Valid CIPC documents / copies of company registration documents.
- c) Declaration of interest forms duly completed (MBD documents).
- d) General conditions of contract must be properly signed.
- e) Local content documents to be complete (when applicable)

9. Conditions

Comply with conditions as specified in the Bid documents and / or specification documents.

10. Quotation

- a) Specifications must be disclosed on the quotation.
- b) Quotation must be properly signed and must be on the company's letterhead.

11. Site / Information Meetings

- a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

12. Samples

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

13. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

14. Submission of Tender

- a) The completed Tender documents must be placed in the Tender Box, situated at the main reception area of Umsobomvu Local Municipality, Church Street, Colesberg, 9795.
- b) Faxed and late tenders will not be accepted.

15. Expenses Incurred in Preparation of Tender

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

16. Contact with Municipality after Tender Closure Date

Bidders shall not contact Umsobomvu 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. If a bidder wishes to bring additional information to the attention of Umsobomvu Local Municipality, it should do so in writing. Any effort by the firm to influence Umsobomvu Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

17. Opening, Recording and Publications of Tenders Received

- a) Details of all bids received will be posted on the municipal website (www.Umsobomvu.gov.za).
- b) Faxed and late tenders will not be accepted.

18. Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

19. Procurement Policy

Bids will be evaluation in terms of the **80** (price) /**20** (Specific Goals) preferential point system. Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, and its amendments as well as the Municipality's Supply Chain Management Policy.

20. Contract

The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

21. Subcontracting

- a) The service provider shall not subcontract the whole of the Contract.
- b) Except where otherwise provided by the service provider, the service provider shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- c) The contractual relationship between the service provider and any subcontractors selected by the service provider in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the service provider had appointed the subcontractor in terms of paragraph (b) above.
- d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the service provider from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the service provider, his agents or employees.

22. Language of Service Provider

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

23. Extension of Contract

The contract with the successful bidder may be extended on the basis of performance with a period not exceeding 15% of the original contract.

24. Wrong Information Furnished

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

25. Past Practices

- a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.
- c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favor, hospitality or any other benefit in any improper way, with this or any past tender.

26. Validity of BEE certificates:

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

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

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall

B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an certified copy of the original.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

27. Letter of Good Standing from the Commissioner of Compensation

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

28. Authorized Signatory

- a) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

29. Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

30. SABS Approved

Product must be SABS approved.

31. In the case of a Trust, Consortium or Joint venture the following will apply:

- i) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;
- ii) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;
- iii) The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.
- iv) All members of the Trust, Consortium or Joint venture must submit, with the bid documents:
 - a) A valid tax clearance certificate or SARS tax pin, individually;
 - b) an agreement that clearly provides clarity of Profit and liability sharing; and
 - c) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement.
- v) For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

1.4: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

	1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</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>
3. General	<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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</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 supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	<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 supplier'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) an 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 supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
8. Inspections, tests and analyses	<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 of the Department or an organization acting on behalf of the Department.</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 supplier.</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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</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>
9. Packing	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</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, specified in SCC, and in any subsequent instruction ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<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 in the SCC.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental Services	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or commissioning of the supplied goods; b. furnishing of tools required for assembly and/or maintenance of the supplied goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
14. Spare parts	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ol style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</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 in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p>

	<p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</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 supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, Provincial department or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
23. Termination for default	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ol style="list-style-type: none"> if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such</p>

	<p>similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> i. the name and address of the supplier and / or person restricted by the purchaser; ii. the date of commencement of the restriction; iii. the period of restriction; and iv. the reasons for the restriction. <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>23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
24. Anti-Dumping and countervailing duties and rights	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti- dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
26. Termination for insolvency	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
27. Settlement of disputes	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p>

	<p>a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>b) the purchaser shall pay the provider any monies due the supplier.</p>
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29. Governing language	<p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 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>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIPP)	<p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
34. Prohibition of restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchase may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT I HAVE READ AND UNDERSTOOD THE GENERAL CONDITIONS OF CONTRACT.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

1.5: TERMS OF REFERENCE

1.5.1 OBJECTIVES

In awarding this proposal, Umsobomvu Local Municipality expects to, at minimum, achieve the following objectives:

- Compilation of the GRAP Compliant Annual Financial Statements for 36 months (3 financial years).
- Assist with responses to; and addressing matters raised by the AG-SA. (3 financial years)
- Assist with compilation and maintenance of GRAP Compliant fixed asset register. (3 financial years)
- Assist with the elimination of past AG-SA audit queries.
- Ensure that all steps are taken during the year to guarantee an improved audit opinion for the 3 upcoming financial years.
- Skills transfer to key employees within the Chief Financial Officer's office who will be seconded to the project;

Prospective service providers must demonstrate specific experience in providing the services required by Umsobomvu Local Municipality with regard to Annual Financial Statements preparation; inter alia by compiling and executing the Audit Action Plan for both Internal and External Audits. Furthermore, prospective service providers must demonstrate that they have a proven track record in compiling Annual Financial Statements for municipalities, more specifically local municipalities.

Prospective service providers must have proven experience with regards to mSCOA. It is required that officials working on the project, provide proof of working or attending mSCOA training.

Prospective service providers will be required upon the conclusion of the 2023/24 Audit by AGSA, to compile the Audit Action Plan and compile all proposed journals on all financial related findings raised by the AGSA. This appointment will come to an end once a formal handover and discussions of all work files (Audit Action Plan and Proposed journals) has been done.

1.5.2 SCOPE OF WORK

- ✓ Review of the financial records/transaction, preparation of reconciliations not in place and assistance with adjustment journals to ensure accuracy/correctness of the Trial Balance figures;
- ✓ Review the financial system modules to control accounts on financial system including and not limited to;
 - Consumer Deposits
 - Sundry Creditors
 - Creditors
 - Bank
 - Income
 - Expenditure
 - Accumulated surplus/deficit
- ✓ Review all control accounts and suspense votes
- ✓ Review general ledger in its entirety

- ✓ Review deposits and control accounts
- ✓ Review and rectify the retention register
- ✓ Direct expenditure-correct misallocations and budgetary control
- ✓ Review the asset register to ensure accuracy and completeness. The AFS Service Provider will have an obligation to advise the municipality on any gaps/discrepancies identified in the Asset Register that can lead to a qualification/disclaimer;
- Align the Annual Financial Statements to the asset register
- ✓ Compile Annual Financial Statements for the **2022/23; 2023/24 and 2024/25** financial years that fully comply with the applicable Generally Recognised Accounting Practice (GRAP) standards for submission to Auditor General of South Africa by the 31 August each year. Draft set of Annual Financial Statements must be ready by 31st July each year for submission to the Audit Committee; service providers should take note that the financial statements submitted to the Audit Committee must be an accurate set of statements which fairly represent the final set to be submitted on the 31st August each year to the Auditor General of South Africa.

Reconciliation of General Ledger and Annual Financial Statements

- Agree the general ledger to the AFS and accumulated surplus
- Determine the vote classification and default settings and rectify anomalies
- Identify and remove old unused vote masters using CAATS
- Setup the general ledger that facilitates management overview in terms of NT circular 12
- Creditors are reflected in the Annual Financial Statements
- Determine Accrual transactions
- Analyse and clear suspense accounts
- All control reports to be balanced
- Extensive knowledge in Generally recognised Accounting Practices
- Reconcile all transactions to audit evidence for the year
- Provide support during the audit period
- Be based at Municipal offices for the duration of the project
- Compliance with GRAP three (3)
- Presentation of prior year error note for all significant AFS areas
- Preparation and reconciliation of working papers for corrections
- Development of Distribution losses disclosure note
- Compilation of audit file
- Address prior year audit findings

The Prospective Service Provider will be required to compile the provision report for:

- The Rehabilitation of Landfill Sites
 - Provision of Actuarial Valuations of Post-Employment Medical Aid and subsidy liability
- It is preferable that the Annual Financial Statements (including notes, workings and schedules) be compiled/done on CaseWare software. Therefore, it is essential that Prospective Service Providers are in possession- and are well conversant with this software;

Compilation of audit files for each of the financial years in line with National Treasury guidelines.

Addressing audit queries raised by Auditor General during the audits of the **2022/23; 2023/24 and 2024/254** financial years as well as addressing prior year finding of **2020/21 and 2021/22** financial years and adjust accordingly where necessary/as agreed upon with the AG.

Addressing audit queries raised by the Internal Auditor.

Detailed skills transfer program for the purpose of skills transfer to municipal officials who will be seconded to this project.

1.5.4 OTHER MATTERS

1.5.4.1 Only one proposal per Prospective Service Provider will be considered;

1.5.4.2 Returnable Documents:

- Fully Completed Tender Document
- BBBEE Certificate or Original Sworn Affidavit
- Tax Clearance Certificate Pin
- CSD Report
- Director's and Company Municipal Rates and Taxes Account not older than 3 Months from the closing date of this bid.
- Certified copies of all Company Documents, ID's of Directors and Staff for the project, Qualifications of all project team.

1.5.4.3 The Municipality will make available the Management and Audit Reports for 21/22 upon request to assist you with your proposal (note should be taken that these documents are to assist prospective service providers with their proposal and should be used for this purpose only);

1.5.4.4 If your company is successful, it will be expected to enter into a service level agreement with the Municipality, prior to commencement of the work. The Municipality reserves the right to cancel any appointment made with a Service Provider who is not willing to conclude a Service Level Agreement with the Municipality in this regard;

1.5.4.5 No faxed or e-mailed proposals will be accepted and the municipality is not bound to accept the lowest proposal and reserves the right to accept the proposal wholly or partially;

1.5.4.6 Prospective Service Providers who are not registered on the Central Supplier Database must promptly register at www.csd.gov.za and submit the register report together with their proposal;

1.5.4.7 Failure to comply with the above-mentioned conditions may invalidate your proposal.

Overall Objective

The Service Provider will be responsible for:

- Assisting the municipality in contributing towards the financial viability and sustainability of the municipality through improved asset management practices.
- Assist the municipality in populating the information from the asset management project into the existing asset management system and/or amicable processes of eventually ensuring that the

asset register is fully automated.

- The Service Provider will be required to be of service for the period 2022/23; 2023/24 and 2024/25

Scope of Work

The scope of assets Include all Immovable assets such as, but not limited to:

- Water Infrastructure
- Sewer Infrastructure
- Roads & road furniture
- Storm water Infrastructure
- Solid waste including Land Fill sites & Quarries
- Electricity Infrastructure
- Community Assets
- Municipal owned buildings
- Land and servitudes associated with above
- Investment properties
- Unbundling of Fixed Assets Projects

The scope of work is defined in eight major sections:

1. Panoramic Imagery (Street View Imagery)
2. Existing Assets
3. Work in Progress Assets
4. Newly Completed Assets
5. Software and Database Support
6. Property Register
7. Audit Support
8. Skills Transfer

Panoramic Imagery (Street View Imagery)

Umsobomvu Local Municipality wishes to utilise the street view imagery as a base line for proof of existence of assets. The tenderer needs to utilise the street view imagery in the full verification exercise of the existing assets. This imagery should be made available in the current GIS software. This is more fully covered in the costing sheet under section 3.

Existing Assets as at 30 June of each financial year

There are five major deliverables in this section, namely:

- Full Asset Verification & Condition Assessment;
- Remaining Useful Life Adjustments;
- Impairments;
- Disposals; and
- Depreciation

Full Asset Verification & Condition Assessment

The tenderer needs to do a full asset verification in the first year of the contract where all visible assets should be visited and condition assessed and at least one photograph taken of each visited asset as proof of existence evidence and be populated in the GIS System.

Assets underground should be condition assessed via interviews with the various technical departments as part of a desktop exercise. Section 4 of the costing sheet elaborates on the counts of each group of assets to be physically visited and condition assessed.

Any assets found in the field that do not reflect in the asset register must be brought into the asset register with a depreciated replacement cost. Section 7 of the costing sheet makes provision for this.

In the first year, all fixed assets must be fully verified, but the tenderer must indicate how and at what cost the verification of assets will be done in the second and third year.

Remaining Useful Life Adjustments

Condition assessments must be performed each year of the contract period on all infrastructure assets with a useful life of less than 2 years and a new useful life be provided in conjunction with the custodian of the asset.

The tenderer must develop specific movement forms in this regard and the tenderer must ensure that these forms are adequately completed, filed and captured in the GIS system. Section 7 and 1d of the costing sheet makes provision for this.

Impairments

The tenderer will identify any impairments of existing assets each year of the contract period and provide the municipality with a list of assets that should be considered for impairment and what indicator was used to identify the impairment. The tenderer must develop specific movement forms in this regard and the tenderer must ensure that these forms are adequately completed, filed and captured in the GIS system. Section 7 and 1d of the costing sheet makes provision for this.

Disposals

The tenderer will identify disposals of existing assets each year of the contract period and provide the municipality with a list of assets that should be disposed of, as well as the reason for the disposal. The tenderer must develop specific movement forms in this regard and the tenderer must ensure that these forms are adequately completed, filed and captured in the GIS system. Section 7 and 1d of the costing sheet makes provision for this.

Depreciation

Although the Asset Register is incorporated in the GIS software, the final Asset Register must be supplied in an Excel spreadsheet format indicating the yearly depreciation. Section 7 of the costing sheet makes provision for this.

Work in Progress (WIP) Assets as at 30 June of each financial year

The tenderer must identify all projects that will remain as work-in-progress at 30 June of each financial year of the contract. All work-in-progress assets indicated by the tenderer at 30 June must be accompanied by a certificate by the relevant departmental head/manager of Umsobomvu Local Municipality and a list in Excel format must be provided to Umsobomvu Local Municipality of all the work- in-progress assets as at 30 June of each financial year of the contract. Section 5 of the costing sheet makes provision for this. Umsobomvu Local Municipality

expects to have complete details of all WIP projects each year that will roll over to the next financial year. This figure must be used when completing the costing sheet.

A hardcopy file must be compiled for all the Work in Progress Capital Projects consisting of the following documents:

- Progress report Form – Signed by the relevant Project Manager from the Municipality confirming that the project will stay Work in Progress for the current financial year as at 30 June and also indicating why the project will roll-over to the next financial year
- A Copy of all Invoices (Consultant fees) and Payment Certificates (Contractor) as well as all journals done on the financial system. For smaller projects, only Invoices of suppliers.

Newly Completed Assets as at 30 June of each financial year

Section 5 of the costing sheet makes provision for this. Umsobomvu Local Municipality expects to have a complete detail of projects to be unbundled each year. The tenderer must identify completed projects (roll-over projects and current year projects) as at 30 June of each financial year of the contract. The tenderer should provide Umsobomvu Local with the information populated in the GIS system. The information should at least include the following:

- GIS link (spatial link) & feature
- Completed Project linked to the componentised asset
- Technical attributes of componentised asset (from as-builts, BOQ's and field verification)
- GRAP classification & hierarchy of the componentised asset
- Description of the componentised asset
- Cost of componentised asset
- Estimated Useful life of componentised asset
- Location of componentised asset
- Field verification and photographic evidence of unbundled immovable assets (linked to asset)
- Completion date of componentised asset
- Condition assessment of componentised asset

Each project/asset must reconcile as per the capital expenditure on the relevant mSCOA string provided by the municipality. Payment certificates must be analysed to split projects into their respective asset classes.

A hardcopy file must be compiled for each completed Capital project for fixed assets consisting of the following documents:

- Progress report Form – Signed by the relevant Project Manager from the Municipality indicating the Completion Date of the Project and confirming that the project is completed and all Invoices/Payment Certificates have been paid;
- Completion Certificate submitted by consultants for the external Projects done via a Tender process;
- A Copy of all Invoices (Consultant fees) and Payment Certificates (Contractor) as well as all journals done on the financial system;
- Financial Reconciliation sheet between expenditure on the Financial System and the Bill of Quantities;
- Unbundling Sheet, showing componentisation of Assets;
- Costing, EUL and unique identifier from GIS for each Asset which was unbundled;

- Tender document of successful bidder as well as Tender Committee resolution for appointing Contractor and Consultant; and
- As-built plans.

All documents specified above will be provided by Umsobomvu Local Municipality upon request. Tenderer must be available to the municipality throughout the duration of the unbundling process and the completion of the Annual Financial Statements. These files will be used for auditing purposes by the Auditor General.

Level of Unbundling - The tenderer must use the existing CIDMS Asset Hierarchy (which is aligned to the prescribed mSCOA chart) to unbundle projects completed. Where the Umsobomvu Local Municipality infrastructure database structure requires additional unbundling or an exception it should be implemented as such.

Software and Database Support

The tenderer must provide support to Umsobomvu Local Municipality personnel in the form of expertise with project unbundling during the year, database maintenance, daily support with the utilisation of the GIS system, the software and database and spatial data integration. This is covered in the costing sheet under section 9 & 10.

Property Register

In this section, there are 3 main areas to concentrate on, namely:

- Property, Plant & Equipment (PPE) Properties;
- Investment Properties; and
- Properties for sale or RDP properties

The tenderer must revisit the classification of the properties and have Umsobomvu Local Municipality sign off on the proposed classification each year. The PPE properties must be reflected in the Asset Register whereas the Investment Properties can be reflected in an Investment Register. The properties for sale or RDP properties must have a separate register indicating the description of each property.

On a yearly basis these registers must be update with the movement of properties with regards to ownership changes and classification changes. Umsobomvu Local Municipality has opted for the revaluation model for investment properties. The tenderer must for each financial year during the contract period revalue these investment properties. This is covered in the costing sheet under section 6.

Audit Support

The tenderer must for each year of the contract period prepare a methodology document to present to the Auditor General (AG). This document must first be presented to the CFO for sign-off. The tenderer must assist with the register to floor and floor to register exercises of the AG, doing field exercises and supplying the needed transport. The tenderer must assist Umsobomvu Local Municipality in answering RFIs related to fixed assets. The costing sheet is making provision for this in section 8.

Skills Transfer

The tenderer must ensure that the needed skills are transferred to the personnel of Umsobomvu Local Municipality during this 3-year contract. Where possible, Umsobomvu Local Municipality personnel in the Financial Assets Department must be utilised during the entire project execution. Proof of this must be presented to the CFO and must be filed in the audit file for presentation to the AG. There should also be specific training sessions to ensure a full understanding of the processes. The costing sheet is making provision for this in section 10.

The tenderer must ensure that all assets and its components are represented in GIS format to allow technical personnel to prepare and perform asset maintenance actions in the 2022/23 financial year and thereafter;

It needs to be noted that the Asset Register will not be managed in a spreadsheet. The asset register should be fully automated (system based) and should provide the following outputs:

- Comply with the requirements regarding asset management as stipulated in the MFMA;
 - Comply with the prevailing GRAP Reporting Framework; and
 - Have the capacity to comply with the Municipal Standard Chart of Accounts (mSCOA) requirements
- Reporting & Querying
- ❖ Financial reporting:
 - Asset Summary reports: Extent, Value (Including elements such as cost, accumulated depreciation and impairment, carrying value), Remaining Useful Life, Condition, etc;
 - Financial summaries;
 - Components, effective useful lives;
 - Work in progress on capital projects -WIP Register;
 - ❖ Technical reporting (Water Supply, Sanitation, Roads, Storm water, Electricity, Solid Waste, Buildings & Property):
 - Full technical layout of infrastructure;
 - Technical attributes of assets;
 - Blue and Green Drop AR extracts; and
 - Asset summary reports, e.g. Pump stations, Switch Stations, Treatment Works, etc.
- Asset Register & Accounting
- ❖ Recording asset changes through asset Input forms-(movement of Assets);
 - ❖ Recording and logging of asset information on:
 - Description, Unique identifier, Document reference numbers, Ownership, Age, Condition Assessments, Valuation, Annual Depreciation, Impairments, Reversal of Impairments, Recognitions, De-recognitions and reason/manner, Restrictions on disposal (e.g. basic service), Changes made to the asset register (audit trail) and Data accuracy.
 - ❖ Record Work-in-Progress (WIP) projects:
 - Attachment of invoices;
 - Available / remaining budget amounts; and
 - Unbundling according to the asset hierarchy and components
 - ❖ Project Control
 - Recording, logging and controlling of all expenditure on Infrastructure capital projects;
 - Logging and reporting physical and financial progress; and
 - Unbundling completed projects in accordance with the asset policy.

Location of Works

The service provider will carry out the work on all municipal assets in the Umsobomvu Local Municipality Area.

Information that will be provided by the municipality

Details of existing asset register upon request to assist you with your proposal (note should be taken that these documents are to assist prospective service providers with their proposal and should be used for this purpose only).

Key Performance Indicators

The following Key Performance Indicators will be used to assess the performance of the Service Provider during the execution of the project:

- Monthly progress reports containing the progress on the project
- Completed Asset Movement Forms
- Milestones achieved per project plan.

SERVICE PROVIDER DELIVERABLES

Project Management (Key Resource – Project Manager)

- a) Assist Umsobomvu Local Municipality to setup a project steering committee
- b) Inception Meeting (Present and Agree on Project Charter, Scope, Communication Plan and Project Plan)
- c) Conduct monthly project steering committee meetings, submit monthly progress reports
- d) Conduct Technical Department meetings monthly, manage asset movement forms on site
- e) Submit annual closure report

Assessment Report on Existing Asset Register (Key Resources – Project Manager, GIS Data Manager, Accountant)

- a) List GRAP compliancy shortcomings in Asset Register
- b) Gather and analyse available support documentation of previous years' audits
- c) List audit findings related to assets and actions to be followed to address findings
- d) Asset Register Financial Hierarchy
 - i. Define asset classification and component level
 - ii. Sign off by municipality

Mobile Mapping (Key Resource – Project Manager)

- a) Conduct a 3D survey of the road reserves and municipal infrastructure sites
- b) Supply 360 degree photographs every 4 meters of line of travel in native format to be imported into Planet GIS

Field Survey and Verifying of Fixed Assets (Key Resource – Project Manager, GIS Data Manager, Field Data Collector) Field Survey: Full Verification to be performed with an electronic Data Logger lively synchronised with the Office System (Condition measurement, photographs)

- a) Document condition assessment assumptions
- b) Roads and Roadside Items - Verify all visible infrastructure data from 3D mobile mapping and capture missing items (Road & Stormwater: 16300 Items, Electricity: 10800 Items)
- c) Storm Water Items - Field Visit Verification (600 Items)
- d) Electricity facilities - Field Visit Verification (4300 Items) - excl consumer meters
- e) Water facilities - Field Visit Verification (6300 Items) - excl consumer meters
- f) Sewer facilities - Field Visit Verification (6200 Items)
- g) Solid Waste, Quarries, Railway, Comms facilities - Field Visit Verification (120 Items)
- h) Heritage, Community facilities & Buildings - Field Visit Verification (4400 Items)

Capital Projects (Key Resources – Project Manager, Professional Engineer, Accountant, GIS Data Manager) based on expected 5 completed projects per year and 10 WIP projects per year

- a) All WIP Projects
 - i. Gather all source documentation
 - ii. Plot projects in Planet GIS
 - iii. Reconcile with General ledger in Financial System and source documentation
 - iv. Update WIP Register with expenditure for the prior and the current year
- b) Projects completed & Donated Projects in current year
 - i. Gather all source documentation
 - ii. Reconcile with General Ledger in Financial System and source documentation (BoQ) in Excel Work Paper
 - iii. Capturing As-built in Planet GIS
 - iv. Field survey and geo-tag componentized items to confirm existence (performed with an electronic Data Logger lively synchronised with the Office System)
 - v. Componentize (Unbundle) based on source documentation and final bill of quantities in Excel Work Paper
 - vi. Update WIP Register with projects cost per year

Property Register (Key Resources – Project Manager, Accountant, GIS Data Manager)

- a) Gather all source documentation relevant to the Property Portfolio
- b) Update deeds data of municipal owned properties as at 30 June
- c) Revaluation of Investment Properties
- d) Identify transfers in the past year and current year
- e) Identify additions in the past year and current year

Financial calculation and reconciliation (Key Resources – Project Manager, Professional Engineer, Accountant)

- a) Perform Current Replacement Cost (CRC) calculation of assets not previously found
- b) Perform Depreciated Replacement Cost (DRC) calcs of assets not previously found
- c) Manage & Control Existing Fixed Asset Movement Forms
- d) Incorporate Landfill & Quarries Report supplied by Municipality
- e) Perform depreciation calculation of assets
- f) Perform remaining useful life adjustments for identified assets (documentation of assumptions and factors)
- g) Perform impairment adjustments for identified assets (documentation of assumptions and factors)
- h) Prepare Disposal list for approval by Council

Audit support (Key Resources – Project Manager, Accountant, Professional Engineer, GIS Data Manager, Field Data Collector)

- a) Prepare methodology documentation and present to Auditor General
- b) Prepare audit file, present to CFO and sign-off by CFO
- c) Assist with register to floor exercise of Auditor General (in field, supply transport)
- d) Assist with floor to register exercise of Auditor General (in field, supply transport)
- e) Propose adjustment to the assets management policy where required

Hardware, Software and Information Population (Key Resources – Project Manager, GIS Data Manager)

- a) The hardware that the municipality has invested in, with reference to the data loggers for asset maintenance, must be setup and used.
- b) Planet GIS is the spatial information system and must be customised according to the financial asset hierarchy to be utilized during this project
- c) All support documentation must be filed in hard cover lever-arc files

On Site Training for Municipal Officials (Key Resources – Project Manager)

- a) General knowledge of asset management (including ground level personnel)
- b) GIS-based asset management system
- c) Report Extraction from the system on all customised modules

Supply Final Register (Key Resources – Project Manager, Accountant)

- a) Supply a Draft Asset Register by 30 June
- b) Supply the Final Register with changes by 31 July

Project Costing

The tenderer must complete the following costing layout in order for Umsobomvu Local Municipality to determine each year's cost for the projects.

1.5.3 FUNCTIONALITY CRITERIA

Criteria	Maximum Points Claimable
<p>1. <u>Company Experience:</u></p> <p>Contactable reference letters for projects completed in the last three years</p> <p>1.1 Annual Financial Statement</p> <ul style="list-style-type: none"> • 3 Letters of recommendation for Compilation of GRAP compliant Financial Statement in the past 3 years audited (with proof that audit report has improved) • List of projects in Financial Statements with contactable references Proof of experience working with mSCOA (20 Points) <p>1.2 GRAP Fixed Asset Register (20 Points)</p> <ul style="list-style-type: none"> • 1-2 projects completed : 5 points • 3-4 projects completed: 15 points • 5+ projects completed: 20 points 	<p>40</p>
<p>2. <u>Experience & qualifications of the project team</u></p> <ul style="list-style-type: none"> • Project Manager CA(SA) with AFS AND FAR compilation experience (5 points) <ul style="list-style-type: none"> ○ 1-2 years : 1 points ○ 3-4 years : 2 points ○ 5 years+ : 5 points • Accountant with AFS AND FAR experience (5 points). <ul style="list-style-type: none"> ○ 1-2 years: 1 points ○ 3-4 years: 2 points ○ 5 years+: 5 points • Professional Engineer (ECSA registered) with FAR compilation experience (5 Points). <ul style="list-style-type: none"> ○ 1-2 years: 1 points ○ 3-4 years: 2 points ○ 5 years+: 5 points • Professional property valuer registered with the South African Council for the Property Valuers Profession – SACPVP (5 points) <ul style="list-style-type: none"> ○ 1-2 years: 1 points ○ 3-4 years: 2 points ○ 5 years+: 5 points • Asset Management Specialist registered with the Southern African Asset Management Association as Senior Asset Management (CSAM) (15 points) <ul style="list-style-type: none"> ○ 1-2 years: 1 points ○ 3-4 years: 2 points ○ 5 years+: 5 points 	<p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>

2.1: RETURNABLE MBD DOCUMENTS

2.1.1 MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMSOBOMVU LOCAL MUNICIPALITY.			
BID NUMBER:		CLOSING DATE:	
		CLOSING TIME:	12H00
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTHS		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT			

Umsobomvu Local Municipality
21A Church Street
Colesberg
9795

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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
-------------------------------	--	-----------------	---

SIGNATURE OF BIDDER	DATE	
---------------------	-------	------	--

CAPACITY UNDER WHICH THIS BID IS SIGNED			
---	--	--	--

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Finance
CONTACT PERSON	Nasiphi Mndini	CONTACT PERSON	Ncedo Thiso
TELEPHONE NUMBER	051 753 0777	TELEPHONE NUMBER	051 753 0777
E-MAIL ADDRESS	nmndini@umsobomvumun.co.za	E-MAIL ADDRESS	ncedo@umsobomvumun.co.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

2.1.2 MBD 2

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

1. In order to meet this requirement bidders are required to complete the full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate PIN number must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za or at our SCM office.
6. Applications for the Tax Clearance Certificates 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.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME	CLOSING DATE.....

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

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

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 time for completion of all phases and including all expenses inclusive of all applicable taxes 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-----	-----

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

-----	R-----	----- days

REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTHS

5.1 Travel expenses (specify, for example rate/km and total km, class of air-travel, 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.....

TOTAL: R.....

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

-2-

Bid No.:

Name of Bidder:

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:

R.....

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

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

8. Are the rates quoted firm for the full period of contract? *YES/NO

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the – MRS N MNDINI ON

051 753 07777

**REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS
AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTHS**

2.1.4 MBD 4

DECLARATION OF INTEREST

	No bid will be accepted from persons in the service of the state.	
	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in 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.	
	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
	<p>Full Name of bidder or his / her representative:</p> <p>.....</p> <p>Identity Number:</p> <p>Position occupied in the Company (director, trustee, shareholder²):</p> <p>.....</p> <p>Company Registration Number:</p> <p>Tax Reference Number:</p> <p>VAT Registration Number:</p> <p>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.</p>	
	<p>Are you presently in the service of the state?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>

**REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS
AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTHS**

	<p>.....</p> <p>.....</p>	
<p>¹ MSCM Regulations: “in the service of the state” means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the National Assembly or the National Council of Provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official or any Municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>² “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.</p>		
	<p>Have you been in the service of the state for the past twelve months?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	YES / NO
	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	YES / NO
	<p>Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	YES / NO

**REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS
AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTHS**

	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, furnish particulars:	YES / NO
	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, furnish particulars:	YES / NO
	Do you or any of the directors, trustees, managers, principal 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? If yes, furnish particulars:	YES / NO

4. Full details of directors / trustees / members / shareholders		
Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTHS

2.1.5 MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
TOTAL POINTS	100	100

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

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

2. DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTHS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80(1 - \frac{P_t - P_{min}}{P_{min}})$	Or	$P_s = 80(1 - \frac{P_t - P_{min}}{P_{min}})$

Where

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

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

GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80(1 + \frac{P_t - P_{max}}{P_{max}})$	or	$P_s = 90(1 + \frac{P_t - P_{max}}{P_{max}})$

Where

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

**REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS
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4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

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

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

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

REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTHS

- Scores 0 points for B-BBEE status level of contributor, which is in line with section 2(1)(d)(i) of the Act, where the supplier or service provider did not provide proof thereof.

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

BBEE status Level of Contributor :

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

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

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

NO	REQUIREMENTS	POINTS FOR ENTERPRISE WITH NORTHERN CAPE	POINTS FOR ENTERPRISE WITH SA	TOTAL POINTS
1	Procurement under the 80/20 preference points where the supplier or service provider is located in:	6	4	10

- a) Bidders must submit one of the following in order to receive points for the above-mentioned criterion.
 - (i) Municipal account of address as indicated in a bid document;
 - (ii) If the address as indicated in a bid document is not in the name of the bidder, the latest lease agreement for this address and Municipal account of the leased property with the landlord's address.
 - (iii) The premises of the bidder as indicated in the MBD 6.1 of the bid document as the business address should be established prior advertisement date.

4.4.1 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 4.4

Locality (Indicate as per table above):

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

4.5 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number :

Stand Number :

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DECLARATION WITH REGARD TO COMPANY/FIRM**

4.6 Name of company/firm.....

4.7 Company registration number:

4.8 TYPE OF COMPANY/ FIRM: [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

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

**REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS
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2.1.6 MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

**REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS
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MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I.....in my capacity as.....accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

2.1.7 MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTH.

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

CERTIFICATION MBD 8

I, **THE UNDERSIGNED (FULL NAME)**

.....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTH.

2.1.8 MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTH.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTH.

(Bid Number and Description)

in response to the invitation for the bid made by:

UMSOBOMVU 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)

2. I have read and I understand the contents of this Certificate;
3. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
4. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
5. 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;
6. 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
7. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
8. 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;

REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTH.

- 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.
9. 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.
10. 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.

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

Signed _____ Date

Name _____ Position

Tenderer

2.2: RETURNABLE SCHEDULES

2.2.1 PROOF OF CSD REGISTRATION

Attach document to this page

Signed _____ Date

Name _____ Position

Tenderer

2.2.2 TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

Attach document to this page

Signed _____ Date

Name _____ Position

Tenderer

REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTH.

2.2.3 PROOF OF CURRENT MUNICIPAL RATES, TAXES AND CHARGES

- a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 months and must not be in arrears for more than 3 months at the tender closure date.
- b) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.
- c) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (d)
- d) Conditions for Lease agreement;
- iv. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
- v. Lessor's Company name and must appear on both the Lease Agreement and the Municipal Statement Account.
- vi. The Lessee's Entity name must appear on the Lease Agreement

Attach document to this page

Signed _____ Date

Name _____ Position

Tenderer

2.2.4 CERTIFIED COPIES OF IDENTITY DOCUMENTS OF MEMBERS/ SHAREHOLDERS / DIRECTORS OF THE COMPANY (ORIGINAL STAMP NOT OLDER THAN 3 MONTHS)

Attach document to this page

Signed _____ Date

Name _____ Position

Tenderer

2.2.5 VALID CIPC DOCUMENTS / COPIES OF COMPANY REGISTRATION DOCUMENTS

Attach document to this page

Signed _____ Date

Name _____ Position

Tenderer

2.2.6

BBBEE CERTIFICATE – ONLY THE FOLLOWING ORIGINAL BB BEE CERTIFICATES AND / OR CERTIFIED COPY OF BB BEE CERTIFICATES WILL BE ACCEPTED AND MUST BE ATTACHED. IRBA, SANAS OR SWORN AFFIDAVIT. (NO POINTS WILL BE CLAIMED WITHOUT BBBEE CERTIFICATE).

Attach document to this page

Signed _____ Date

Name _____ Position

Tenderer

2.2.7 JOINT VENTURE AGREEMENT (IF THE TENDERER IS A JOINT VENTURE)

Attach document to this page

Signed _____ Date

Name _____ Position

Tenderer

REQUEST FOR PROPOSALS FOR THE COMPILATION OF GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS AND FIXED ASSET REGISTER FOR A PERIOD 36 MONTH.

2.2.8 RECORD OF ADDENDA

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

2.2.9 PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer’s attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer’s handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed _____ Date

Name _____ Position

Tenderer

2.2.10 EXPERIENCE OF TENDERING ENTITY

Attach document to this page

Signed _____ Date

Name _____ Position

Tenderer

2.2.11 EXPERIENCE OF KEY PERSONNEL

Attach document to this page

Signed _____ Date

Name _____ Position

Tenderer

2.2.12 METHODOLOGY AND IMPLEMENTATION

Attach document to this page

Signed _____ Date

Name _____ Position

Tenderer

3.1: PRICING INSTRUCTIONS

All prices must be inclusive of VAT (if VAT registered) and **must include all costs to render/deliver all goods / services indicated in this Terms of Reference.**

THE FINAL TENDERED AMOUNT INCLUSIVE OF VAT (IF VAT REGISTERED) MUST BE TRANSFERRED TO **COVER PAGE AND MBD 3.3.**

A QUOTATION IN THE TENDERING ENTITY LETTERHEAD MUST BE ATTACHED TO THIS PAGE