



DEPARTMENT OF FINANCIAL SERVICES

BID NO: SIYA 08/2024

PROVISION OF ACCOUNTING SUPPORT SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS.

BID DOCUMENT

TENDER NO	SIYA08/2024
TENDER DESCRIPTION	Provision of account support services for a contract period of three (3) years
Tender Box: SUPPLY CHAIN MANAGEMENT UNITFINANCE BUILDING SIYANCUMA DOUGLAS 8365	NB: 1. All bids must be submitted on the official forms (not to be re-typed) 2. Bids must be completed in black ink in writing 3. No bids will be considered from persons in the service of the state
Name of Bidder:	
Total Bid Price for a period of three years	
Prepared and Issued by: Directorate: Finance Supply Chain Management Unit Siyancuma Municipality PO Box 27. DOUGLAS, 8730	For enquiries, contact: Mrs. PJE Bloem at 053 2981810 , email: flippie.bloem@siyancuma.co.za
Closing date & Time: Friday, 24 May 2024 at 12H00	

DEPARTMENT OF FINANCIAL SERVICES

SIYA 08/2024

PROVISION OF ACCOUNTING SUPPORT SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS.

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SIYANCUMA MUNICIPALITY

Evaluation Criteria for the Bid

Only bids which are completely responsive to the terms of the bid documents will qualify for evaluation. The following tests for responsiveness shall be performed:

#	Item	Responsiveness Test	Attached Yes/No	Official Purposes
MBD 1	Invitation to Bid	Completion Compulsory		
	Centralised Supplier Database Registration	Proof of Registration or MAAA.. number		
MBD 2	Bidder's Original Tax Clearance Certificate	Attachment Compulsory or PIN		
MBD 4	Declaration of Interest	Completion Compulsory		
MBD 6.1	Preference Point Claim Form:	Completion and Authorized Signature Compulsory if bidder wants to claim points.		
	Valid Original or Certified BEE or EME Certificate	Attachment compulsory if bidder wants to claim points		
MBD 8	Declaration i.t.o Bidder Past SCM Practices	Completion Compulsory		
MBD 9	Certificate of Independent Bid Determination	Completion Compulsory		
MBD 15	Proof of Payment of Municipal Rates And Taxes	Copy of latest Municipal Rates & Taxes account attached.		
	Tender Form	Completion Compulsory		
Form B	Certificate of Authority for Signatory	Completion and Attachment of Resolution Compulsory		
	Amendments or Qualifications by the Bidder	Completion Compulsory for Every Option or Amendment		
MBD 7.2	Contract Form	Completion Compulsory		
	Functionality	Completion Compulsory		

NB. Please note if you are not registered on Central Supplier Database (CSD) by closing of bid, your bid will not be considered further.

Non-Compliance with anyone of these minimum requirements will lead to immediate disqualification.

Official Use			
Non-Responsive		Responsive	

MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SIYANCUMA MUNICIPALITY

BID NUMBER:	SIYA 08/2024	CLOSING DATE: 24 MAY 2024	CLOSING TIME:	12:00
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DESCRIPTION **PROVISION OF ACCOUNTING SUPPORT SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS.**

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

Siyancuma Municipality
CHARL CILLIER STREET
DOUGLAS
8730

SUPPLIER INFORMATION

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

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	SUPPLY CHAIN MANAGEMENT	CONTACT PERSON	Mrs. . PJE BLOEM
CONTACT PERSON	Mrs. PJE BLOEM	TELEPHONE NUMBER	Tel: (053) 2981810
TELEPHONE NUMBER	053 298 1810	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Flippie.bloem@siyancuma.co.za
E-MAIL ADDRESS	Flippie.bloem@siyancuma.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 COUNCIL’S SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICIES, THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PROCUREMENT REGULATIONS, 2022. POINTS WILL BE ALLOCATED FOR THE FOLLOWING SPECIFIC GOALS: (a) CONTRACTING WITH PERSONS, OR CATEGORIES OF PERSONS, HISTORICALLY DISADVANTAGED BY UNFAIR DISCRIMINATION ON THE BASIS OF RACE, GENDER OR DISABILITY, AND (b) PROMOTION OF ENTERPRISES LOCATED IN THE MUNICIPAL AREA (WC053).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:.....



**SIYANCUMA MUNICIPALITY
DEPARTMENT OF FINANCIAL SERVICES**

SIYA 08/2024

PROVISION OF ACCOUNTING SUPPORT SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS.

The SIYANCUMA Municipality hereby invites Consulting Services for the Provision of Accounting Support Services for a Three (3) Year Period.

A prerequisite of 70% apply for functionality, in order to be evaluated on price and preference points.

Enquiries regarding the documents may be directed to Mrs.P.J.E Bloem or Miss. C. Zealand at Tel. (053) 298 1810 or flipie.bloem@siyancuma.co.za or czealand@siyancuma.co.za. Enquiries regarding the specifications may be directed to Mrs. PJE Bloem at Telephone number: 053 2981810

A non-refundable fee of R535.00 (Five Hundred and Thirty-Five Rand), is payable for a set of documents. The fee must be deposited into the account of the SIYANCUMA Municipality at **ABSA, Branch Code:632005, Account Number 4087368160**. The reference number for confirmation of payment is: **SIYA 08/2024** and Bid Documents will be made available upon provision of proof of payment. **Electronic documents will be free of charge and hard copy of document will be payable**. Tender documents can be obtained from the following address. www.siyancuma.co.za and the E-Tender Portal

Sealed Bids, marked: "**BID SIYA: 08/2024: PROVISION OF ACCOUNTING SUPORT SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS**" must be addressed to the Acting Municipal Manager and placed in the tender box at the Offices of the Supply Chain Management Unit: Finance Services in the Siyancuma Building, Charl Cillier Street, DOUGLAS, before the closing time and date of **12:00 on Friday, 24 May 2024**. Bids will then be opened in the presence of anyone who wishes to attend, in the Council chambers in the Supply Chain Management office at the Siyancuma Municipal Building, Charl Cillier Street, Douglas

Telegraphic, telephonic, telex, facsimile, e-mail, bids not completed in ink by hand and late bids will not be accepted. The municipality is not bound to accept the lowest bidder and the Council reserves the right to accept any part of the bid or cancel the bid.

The bid must be valid for a period of 120 (one hundred and twenty) days after the closing date. The bid will be subject to Council's Supply Chain Management Policy, Preferential Procurement Policy, the Preferential Procurement Policy Framework Act, and the Preferential Procurement Regulations, 2022. The 80/20 preference points system will be applicable.

It is a prerequisite that all prospective service providers who are not yet registered on the Central Supplier Database; register without delay by completing the online registration form obtainable on Central Supplier Database website at www.csd.gov.za.

Municipal Offices
Charl Cillier Street
DOUGLAS
8730

X.S . Geco
ACTING MUNICIPAL MANAGER



SIYANCUMA MUNICIPALITY

TAX CLEARANCE CERTIFICATE OR PIN NUMBER

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

1. In order to meet this requirement bidder are required to complete in full the attached 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 then furnish the bidder with a Tax Clearance Certificate or PIN number that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate or 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 or PIN number.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za .

SIGNED ON BEHALF OF BIDDER:

MBD 4 - DECLARATION OF INTEREST

SIYANCUMA MUNICIPALITY DECLARATION OF INTEREST			
1.	No bid will be accepted from persons in the service of the state*.		
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in 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.		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1.	Full Name of bidder or his / her representative:		
3.2.	Identity number:		
3.3.	Position occupied in the Company (director, trustee, shareholder ²)		
3.4.	Company Registration Number:		
3.5.	Tax Reference Number:		
3.6.	VAT Registration Number:		
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.		
3.8.	Are you presently in the service of the state*	YES / NO	
3.8.1.	If YES, furnish particulars.		
3.9.	Have you been in the service of the state for the past twelve months?	YES / NO	
3.9.1.	If YES, furnish particulars.		
3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.10.1.	If YES, state particulars.		
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.11.1.	If YES, state particulars.		
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.12.1.	If YES, state particulars.		
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO	
3.13.1.	If YES, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	
3.14.1.	If so, furnish particulars.		

SIYANCUMA MUNICIPALITY

**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 The applicable preference point system for this tender is the 80/20 preference point system.
- 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.

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

- (a) "tender"

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically disadvantaged		10		
Locality		10		
Price		80		

NOTE: The physical address registered on the Municipal Account will be applied to determine the bidders' locality.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

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

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

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.7.1	If so, furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

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 *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

SIYANCUMA MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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.

MDB 15 – Certificate for Payment of Municipal Services

NAME OF THE BIDDER: _____

FURTHER DETAILS OF THE BIDDER'S; Director / Shareholder / Partners, etc:

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

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

I, _____,
 (Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a **Municipality** in respect of which payment is overdue for more than 30 days;

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____, on the _____ day of _____ 20_____.

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

For office use (comments):

**SIYANCUMA MUNICIPALITY
DEPARTMENT OF FINANCIAL SERVICE
BID NO: SIYA 08/2024**

**PROVISION OF ACCOUNTING SUPPORT SERVICES FOR A
CONTRACT PERIOD OF THREE (3) YEARS**

TENDER FORM

1. I / We _____ (full name of tenderer) the undersigned in my capacity as _____ of the firm _____ hereby offer to SIYANCUMA Municipality herein represented by the Acting Municipal Manager (hereafter referred to as the AMM), to supply and install the equipment described in accordance with the specification and conditions of contract to the entire satisfaction of the AMM and subject to the conditions of tender, for the amount indicated hereunder:

Total bid price as per pricing schedule (Including value added tax) : R_____

Amount in words : _____

Delivery time : _____

Address of bidder : _____

Telephone no. : _____

Fax no. : _____

2. I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form and that I / we accept the conditions in all respects.

3. I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my / our tender and that I / We elect domicillium citandi et executandi in the Republic at:
.....

4. I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work items specification in the tender documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

DATE

SIGNATURE OF BIDDER

DATE

SIGNATURE OF WITNESS

FORM B- AUTHORITY TO SIGN A BID

1. Sole Proprietor (Single Owner Business) and Natural Person

1.1 I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____

OR

1.2 I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

2. Companies and Close Corporations

2.1 If a Bidder is a Company, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

2.2 In the case of a Close Corporation (CC) submitting a bid, a resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of all Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a certified copy of the resolution attached?			YES
			NO
SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	



SIYANCUMA MUNICIPALITY DEPARTMENT OF FINANCIAL SERVICES

SIYA 08/2024

PROVISION OF ACCOUNTING SUPPORT SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS

S P E C I F I C A T I O N S

1. **BACKGROUND**

SIYANCUMA Municipality requires proposals from suitably experienced service providers to assist the Municipality with accounting services and reforms, to ensure the implementation of and compliance to these reforms on an ongoing basis.

2. **SCOPE OF WORKS**

- 2.1) It is the intention to appoint the successful tenderer for a three-year (3) contract period to commence in order to ensure the success of the project and to provide the municipality with the necessary business continuity and the building of institutional knowledge and capacity.
- 2.2) It is critical that the service provider to be appointed should have extensive experience in all the items listed below and must therefore be able to provide references/written confirmation of all such projects successfully undertaken in the past, for each of the items listed below. Failure to provide sufficient evidence as well as contactable referees will exclude tenderers from earning points for functionality criteria as listed hereunder.
- 2.3) As the municipality may decide to appoint a single service provider for all the functions listed below, it is important that all proposals must, as a minimum provide for the performance of all the functions listed below.

- 2.4) The service provider will be responsible for all mSCOA-related projects in terms of National Treasury regulations.
- 2.5) The tendered price should include all expenses, with no additional license fees or any costs that have not been disclosed within the pricing schedule.

3. INVALID TENDERS

- 3.1) The Bid Evaluation Committee shall consider the bids received and shall note for inclusion in the evaluation report a tenderer whose is considered by the Bid Evaluation committee to be invalid and eliminated from further evaluation for any of the following reasons:
 - 3.1.1) The tender is not submitted on the official Pricing Schedule;
 - 3.1.2) The tender document is not completed in non-erasable handwritten ink;
 - 3.1.3) The Pricing Schedule has not been signed with an original signature;
 - 3.1.4) The Pricing Schedule is signed, but the name of the tenderer is not stated, or is indecipherable.

4. VALID TENDERS

- 4.1) Valid tenders will be declared non-responsive and eliminated from further evaluation if:
 - 4.1.1) The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and combating of Corrupt Activities Act, Act 12 of 2004, or has been listed of the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
 - 4.1.2) The tenderer is prohibited from doing business with SIYANCUMA Municipality.
 - 4.1.3) The tenderer does not comply with the Specification(s).
 - 4.1.4) The tenderer does not comply with the instructions as contained in the Price Schedule and/or Contract Price Adjustments.
 - 4.1.5) The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document.

4.1.6) The tenderer is a person, advisor or corporate entity involved with the Bid Specification Committee or director/member of such a corporate entity and is therefore prohibited tendering for any resulting contracts.

4.2) Tenders will be declared responsive if the tenderer:

4.2.1) Comply with the general conditions applicable to tenders as set out in the SIYANCUMA Municipality's SCM Policy;

4.2.2) Comply with one or more of the provisions contained in the Conditions of Tender.

Comply with any other terms and conditions of the tender as contained in the tender documents;

4.2.3) Is registered on the Central Supplier Database (CSD);

4.2.4) Complete and/or sign any declarations and or/authorisations;

4.2.5) Submit an original and valid Tax Status Pin from the South African Revenue Services (SARS) certifying that the taxes of the tenderer are in order;

4.2.6) Comply with any applicable Bargaining Council agreements where applicable;

4.2.7) Submit the information/complete in respects of transactions values exceeding R10 million (where applicable)

5. SCOPE OF WORKS

5.1) Provision of accounting support services and the implementation of GRAP for the municipality and possible entities under its control, including any new Accounting Standard as approved by the ASB for implementation & assistance with External Audit & AG Queries as needed.

5.2) Compilation of GRAP compliant annual financial statements and implementation of GRAP and other relevant new accounting standards and reforms relevant to the annual financial statements' presentation for the municipality and possible entities under its control.

5.3) Provision of Actuarial Services to conduct actuarial valuations on the following:

5.3.1) Actuarial valuation of post-employment medical aid liability (PEMA);

5.3.2) Actuarial valuation of Ex-Gratia Pensions Benefits;

5.3.3) Actuarial valuation of Long Service Awards (LSA) to municipal employees

5.4) Provision of Asset Management Services:

5.4.1) Unbundling of Infrastructure asset projects in accordance with GRAP 17 and providing relevant information and/or updating of the Geographical Information System (GIS);

5.4.2) Unbundling should include a physical inspection and should not be limited to only a desktop exercise;

5.4.3) Annual assets verification (moveable assets) and conditional assessment;

5.4.4) Impairment assessments and review of remaining useful lives (RUL);

5.4.5) General assets management support;

5.4.6) Compilation and maintenance of a GRAP Compliant Asset Register;

5.4.7) Measurement of costs to rehabilitate landfill sites in municipal area.

6. PREPARATION AND COMPILATION OF ANNUAL FINANCIAL STATEMENTS

6.1) It is estimated that no less than 300 hours will be required at senior level for the completion of the annual financial statements (AFS).

6.2) The cost MUST be tendered as a fixed price from the point of receipt of trial Balance after the year-end close-off procedure has been performed. The municipality will not initially provide a final Trial Balance. The consultant will be required to assist the municipality in preparing the final Trial Balance and providing advice on any credibility issues that may arise. No consideration will be given to any time-based cost/fees in addition to the fixed amount tendered.

6.3) The work to include the following:

6.3.1) Performing calculations and disclosing information required in all the notes to the AFS;

6.3.2) Calculating annuity loan obligation;

6.3.3) Calculating accrued interest where applicable in respect of annuity loans determination;

- 6.3.4) Calculating the provision for post-retirement and other employee benefits in accordance with actuary reports, effecting corrective journal entries with regards to actuarial gains/losses and advising on appropriate accounting treatment of corrections/restatements and effecting same;
- 6.3.5) Calculating other current and non-current provisions as may be required and preparing journals and workings for adjustments;
- 6.3.6) Calculate and provide workings for payables from exchange transactions (retention);
- 6.3.7) Assess fair value of creditors and advise management thereon for disclosure purposes;
- 6.3.8) Review unspent conditional grants calculation and advise management on correctness and completeness of calculations performed by staff;
- 6.3.9) Review and confirm tax calculations, i.e., liability/receivables from source documents provided, perform tax reasonability test, calculate apportionment ratio for the year, calculate theoretical VAT balance;
- 6.3.10) Review PPE annexures and ensure reconciliation to the GL;
- 6.3.11) Test Asset register for accuracy of calculations and ensure that it complies with accounting policy and relevant accounting standards;
- 6.3.12) Review inventory calculation and water stock calculation to confirm distribution loss percentage and quantify loss in revenue;
- 6.3.13) Perform calculations for the provision for impairment of receivables for exchange and non-exchange transactions. Provisions to be calculated on individual debtor basis, special attention to be paid to top 500 debtors;
- 6.3.14) Perform GRAP 9 calculations as may be necessary;
- 6.3.15) Calculate provision for impairment for traffic offences in accordance with I-GRAP1 use current and previous payment history in methodology;
- 6.3.16) Advise management on possible impairing of traffic fine receivables;
- 6.3.17) Calculate and determine operating lease asset and liability information, perform straight-lining where appropriate;
- 6.3.18) Ensure correct cash and cash equivalents disclosure in accordance with the accounting policy and accounting framework;
- 6.3.19) Review bank reconciliation and advise on clearing of material amounts where appropriate;

- 6.3.20) Review investment register for accuracy and calculate accrued interest where necessary;
 - 6.3.21) Ensure completeness of property rates note with regards to valuation information, review and advise on completeness and appropriateness of property rates reconciliation;
 - 6.3.22) Ensure accurate appropriate disclosure of all grant receipts, verify information in grants reconciliation for inclusion in AFS and prepare correction journals if needed;
 - 6.3.23) Ensure accurate disclosure of employee related cost by scrutinising relevant reconciliations and advising if corrections are to be made for staff, management, and councillors;
 - 6.3.24) Analyse finance charges to ensure accurate disclosure of respective components in accordance with accounting standard;
 - 6.3.25) Review Bulk purchases amount to ensure completeness, and that adequate consideration for cut-off dates have been accounted for;
 - 6.3.26) Analyse and review expenditure by nature including general expenditure categories for appropriate disclosure of expenditure;
 - 6.3.27) Analyse and review suspense accounts and provide advice with the clearing of suspense accounts where necessary;
 - 6.3.28) Perform all correction of error restatements where necessary, provide adequate narrative disclosure and advise management on accounting treatment of matters to be restated;
 - 6.3.29) Ensure completeness of capital commitments by reviewing information supplied;
 - 6.3.30) Perform financial risk management calculations including liquidity risks;
 - 6.3.31) Perform classification of financial instruments and appropriately disclose in accordance with applicable accounting standard;
 - 6.3.32) Consider information regarding contingent liabilities, ensure adequate and appropriate disclosure measured against GRAP requirements; and
 - 6.3.33) Ensure that adequate disclosure of material variances is done.
- 6.4) The following to be included in the fixed amount tendered:
- 6.4.1) Cost of attending meeting(s) to discuss the AFS with the internal audit committee,

- Cost of attending Audit Steering Committee meetings with the AG (Estimated 6 meetings per audit);
- 6.4.2) Cost to revise and effect changes to the AFS after internal audit review as well as external audit technical review;
 - 6.4.3) Cost to perform adjustments in accordance with Communications of audit findings and audit journals passed;
 - 6.4.4) Costs for analysing and responding to all audit findings related to the AFS presentation, including, context, municipal accounting perspective, negotiation, with and explanation to the auditors;
 - 6.4.5) Cost to obtain external expert opinion on accounting standards interpretation if a difference of opinion is evident between the AG and the municipality / consultant;
 - 6.4.6) Cost of printing and stationery;
 - 6.4.7) Cost of time spent corresponding with and responding to auditors, whether in writing, e-mail, or verbal discussions; and
 - 6.4.8) Providing advice with regards to the adoption and/or early adoption of relevant accounting standards; and
 - 6.4.9) Advise, discuss Accounting Policy and policy implications and implementation related issues; and
 - 6.4.10) Accounting support also to include support throughout the audit process, ensuring completeness of the audit file, evaluate and advise on trial balance potential credibility issues.

7. TRANSFER OF SKILLS

- 7.1) A clear program to transfer skills to the municipal incumbent staff to enable them to compile the annual financial statements, in-house, must be submitted together with the tender, the program must clearly set out time frames, hours and resources committed to the empowerment and transfer of skills.
- 7.2) **Failure to submit such program will result in the bid being marked as non-responsive.**

8. CORPORATE SOCIAL RESPONSIBILITY

8.1) Tenderers are to provide details of plough back/social responsibility programs to be engaged with or which will be executed for each year of the duration of the contract. This is compulsory to submit, however will not be used in the evaluation.

9. PRICING INSTRUCTIONS

9.1) Tender prices must be in ZAR Currency (Rand).

9.2) Bid prices must be exclusive of VAT.

9.3) The tender must include ALL costs relevant to the scope of work (no additional license fees etc.).

9.4) Tenderers must furnish unit prices for the listed services only.

9.5) The tender must be valid for 120 (hundred and twenty) days after closing date

10. PRICING INSTRUCTIONS

10.1) Tenders will be evaluated on a comparative basis.

10.2) All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying Supply Chain Management Regulations), SIYANCUMA Municipal Preferential Procurement Policy, Supply Chain Management Policy, and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations).

10.3) Points will be awarded to tenderers who are eligible for preferences in terms of MBD 6.1 (Preference Point Claim Schedule) where preferences are granted in respect of B-BBEE status level of contribution and locality.

11. CONTACT PERSON (TECHNICAL / SPECIFICATION RELATED ENQUIRIES)

Miss. C. Zealand (Senior Manager Financial Administration)

Tel: 053 298 1810

Email: flippie.bloem@siyancuma.co.za

TENDER FUNCTIONALITY

PROVISION OF ACCOUNTING SUPPORT SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS.

GENERAL CONDITIONS

1. This form is to be used to claim the functionality points used to assess the technical capacity of the bidder to execute the project.
2. A prerequisite of **70% (70 out of 100 points) per section** must be obtained for functionality, in order to be evaluated on price and preference points.
3. Bidders who do not meet the minimum functionality score in one or more sections, will be regarded as non-responsive, and will not be evaluated on price and preference points,
4. Verification of Audit opinion / outcomes, will be done using information available on the Auditor-General's Website. Where Evidence is required, it should be included as part of the Functionality Points Claim Form, otherwise points claimed will be deducted/not allowed.
5. Bidders must complete the attached functionality schedules. **Failure to comply will result in the bid being declared as non-responsive.**
6. The following sections for functionality scoring will apply:
 - 5.1) Accounting support services – With the reference to Annual Financial Statements, to include the actual compilation and not only the review of the AFS.
 - 5.2) Provision of actuarial services
 - 5.3) Asset Management – Unbundling includes a physical inspection / verification.

SECTION 1 – ACCOUNTING SUPPORT

NR	EVALUATION CRITERIA		MAXIMUM POINTS AVAILABLE	POINTS CLAIMED BY BIDDER
	Item	Measurement (RSA municipality / entity)		
1.	Relevant Key Staff	Bidder to submit proof of experience of key personnel involved in the project. <ul style="list-style-type: none"> ▪ Director / Partner (15-20 Years Municipal Experience) (Maximum 20 points – 5 points per director / partner) 	20	
		<ul style="list-style-type: none"> ▪ Senior Manager / Manager (10-15 Years Municipal Experience) (Maximum of 10 points – 5 points per senior manager / 	10	
		<ul style="list-style-type: none"> ▪ Accountant / Auditor (3-5 Years Municipal Experience) (Maximum 10 points – 2 points per accountant / auditor) 	10	
2.	Annual Financial Statements	Clean audit outcome for the 2022/2023 financial year <ul style="list-style-type: none"> ▪ 4 points each based on a maximum of 5 audits successfully completed 	20	
		Unqualified audit outcome for the 2022/2023 financial year	4	

		<ul style="list-style-type: none"> ▪ 2 points each based on a maximum of 2 audits 		
3.	GRAP Compliance (including any new Accounting Standards as approved by the ASB for implementation.)	Clean audit outcome for the 2022/2023 financial year <ul style="list-style-type: none"> ▪ 2 points each based on a maximum of 5 audits successfully completed 	10	
		Unqualified audit outcome for the 2022/2023 financial year <ul style="list-style-type: none"> ▪ 2 points each based on a maximum of 2 audits successfully completed 	4	
4.	Budgets (Compilation of budgets [A and B Schedules])	Unqualified audit outcome for the 2022/2023 financial year <ul style="list-style-type: none"> ▪ 2 points each based on a maximum of 2 audits 	6	
5.	Provision of mSCOA support	Evidence that this has been successfully performed at other South African municipalities. <ul style="list-style-type: none"> ▪ Maximum of 8 points – 2 points per municipality based on a maximum of 4 municipalities) 	8	
6.	mSCOA Trainers	Evidence that the bidding firm has a mSCOA trainer on the staff establishment, as approved by CIGFARO or National / Provincial Treasury. <ul style="list-style-type: none"> ▪ Maximum of 3 points 	3	
7.	General Accounting	Evidence that general accounting support services have been rendered at other South African municipalities.	5	

	Support Services	▪ 1 point each per municipality based on a maximum of 5 municipalities		
TOTAL FUNCTIONALITY POINTS – SECTION A			100	

SECTION 2 – PROVISION OF ACTUARIAL SERVICES				
NR	EVALUATION CRITERIA		MAXIMUM POINTS AVAILABLE	POINTS CLAIMED BY BIDDER
	Item	Measurement (RSA municipality / entity)		
1.	Relevant Key Staff	<p>The bidder or project leader must be a registered with the Actuarial Society of South Africa (10</p> <ul style="list-style-type: none"> ▪ Proof of registration / certification must be submitted with the bid. Failure to comply will result in zero (0) points being awarded. 	10	
2.	Proof of Previous Experience	<p>Proof of previous appointments at other municipalities or government institutions for similar work.</p> <ul style="list-style-type: none"> ▪ 5 points will be awarded for each previous appointment letter submitted (Maximum of 20 points) 	20	
3.	References	<p>References provided by municipalities within boundaries of South Africa that indicates that the work performed did not lead to any audit findings.</p> <ul style="list-style-type: none"> ▪ 5 points will be awarded per reference (to a maximum of two references) 	10	
TOTAL FUNCTIONALITY POINTS – SECTION 2			40	

SECTION 3 – ASSET MANAGEMENT SERVICES

NR	EVALUATION CRITERIA		MAXIMUM POINTS AVAILABLE	POINTS CLAIMED BY BIDDER
	Item	Measurement (RSA municipality / entity)		
1.	Relevant Key Staff	Bidder or project leader must be a registered with the Engineering Council of South Africa (ECSA) (10 points). <ul style="list-style-type: none"> ▪ Proof of registration / certification must be submitted with the bid. Failure to comply will result in zero (0) points being awarded. 	10	
2.	GRAP Compliance (including any new Accounting Standards as approved by the ASB for implementation.	Clean audit outcome for the 2022/2023 financial year <ul style="list-style-type: none"> ▪ 3 points each based on a maximum of 4 audits successfully completed. 	12	
		Unqualified audit outcome for the 2022/2023 financial year <ul style="list-style-type: none"> ▪ 2 points each based on a maximum of 4 audits successfully completed. 	8	
3.	Unbundling of Infrastructure Assets	Unbundling of Infrastructure Assets and providing information for capture onto the GIS system. <ul style="list-style-type: none"> ▪ Provide proof of Clean audit outcome for the 2022/2023 financial year (2 points each based on a maximum of 3 audits successfully completed) ▪ Provide proof of Unqualified audit outcome for the 	10	

		2022/2023 financial year (2 points each based on a maximum of 2 audits successfully completed)		
4.	References and Previous Experience	Proof of previous appointments at other municipalities or government institutions for similar work <ul style="list-style-type: none"> ▪ 5 points will be awarded for each previous appointment letter submitted (up to a maximum of four [4] letters) 	20	
TOTAL FUNCTIONALITY POINTS – SECTION 3			60	

SCHEDULE OF WORK EXPERIENCE OF THE TENDERER

COMPLETED CONTRACTS

NAME OF EMPLOYER (Name, Tel, fax, email)	CONTACT PERSON / REFEREE	NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE ENDED
	Name:			
	Contact			
	Details:			
	Name:			
	Contact			
	Details:			
	Name:			
	Contact			
	Details:			
	Name:			
	Contact			
	Details:			
	Name:			
	Contact			
	Details:			

Attach additional pages if more space is required.

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

Signature of bidder:

Date:

SCHEDULE OF WORK EXPERIENCE OF THE TENDERER

CURRENT CONTRACTS

NAME OF EMPLOYER (Name, Tel, fax, email)	CONTACT PERSON / REFEREE	NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE ENDED
	Name: Contact			
	Details: Name: Contact			

Attach additional pages if mores space is required.

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

Signature of bidder:

Date:

MBD 3.2 – PRICING SCHEDULE FOR SERVICES

INSTRUCTIONS:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. **NO** correction fluid/tape may be used.
5. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
6. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a) In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

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

I / We _____ (full name of Bidder) the undersigned in my capacity as _____ of the firm hereby offer to SIYANCUMA Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the SIYANCUMA Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

PRICING REQUIREMENTS

The table below indicates how the tariffs/fees for the different functions should be determined. The municipality reserves the right to call upon the tenderer for all or any of the functions below and the estimated time spent on the project must be agreed upon between the parties in writing.

LEVEL	MINIMUM RELEVANT MUNICIPAL EXPERIENCE IN A SOUTH AFRICAN MUNICIPAL ENVIRONMENT	HOURS
Partner / Director	More than 15 years' experience	100 hours per annum
Senior Manager	More than 20 years' experience	300 hours per annum
Other Management	More than 10 years' experience	300 hours per annum
Senior Consultant	More than 7 years' experience	300 hours per annum
Junior Consultant	More than 4 years' experience	300 hours per annum

1. Travelling rates should be quoted per kilometre and the calculation for the purpose of evaluation will be based on a total of 12,000 kilometres per annum.
2. Travelling time must be quoted as an hourly rate and the calculation for the purpose of evaluation will be based on 200 hours per annum.
3. Subsistence cost must be quoted as an allowance per day and the calculation for the purpose of evaluation will be based on 120 days per annum.
4. Accommodation cost will be reimbursed at the actual cost incurred to overnight at a 4-star accommodation establishment (or less) on a bed and breakfast basis and will not form part of the calculation for comparative purposes.

5. Sundry cost such as printing, stationery, parking, toll fees and other incidental expenditure will not be reimbursed separately and must therefore be included in the hourly rates quoted.
6. Please note that the tariffs for all components of the tender in the outer years of the projects will be limited to the annual growth indicator for the outer year's rate as indicated in the annual National Treasury Budget Circular.

SECTION 1 – ACCOUNTING SUPPORT SERVICES		
ITEM	DESCRIPTION / SCOPE OF WORK	FEE STRUCTURE
1.1	Review and compilation of GRAP Compliant annual financial statements (AFS)	Fixed Price per annum
1.2	Independent technical review of the Annual Financial Statements (AFS)	Fixed Price per annum
1.3	General accounting support provided: <ul style="list-style-type: none"> ▪ Partner / Director – 200 hours per annum ▪ Senior Manager – 300 hours per annum ▪ Other Management – 300 hours per annum ▪ Senior Consultant – 300 hours per annum ▪ Junior Consultant – 300 hours per annum 	Fixed Price per annum
1.4	Accounting Support in addressing accounting backlogs and assisting municipal staff with implementation of internal control measures.	Hourly tariffs
1.5	Compilation of one interim GRAP compliant annual financial statements(AFS).	Fixed Price per annum
1.6	Other GRAP or relevant accounting standards implementation issues excluding matters required for the preparation and presentation of the Annual Financial Statements.	Hourly tariffs
SECTION 2 – ACTUARIAL VALUATIONS		
ITEM	DESCRIPTION / SCOPE OF WORK	FEE STRUCTURE
2.1	Actuarial valuations of Employee Benefits <ul style="list-style-type: none"> ▪ Cost to perform actuarial calculations for disclosure of post-retirement benefits in the notes to the AFS. ▪ Costs must be separate for each Different Valuation required (Long Service Bonuses, Ex-gratia pension benefits and post-employment 	Fixed Price per valuation (per annum)

	medical aid contributions).	
SECTION 3 – ASSET MANAGEMENT		
ITEM	DESCRIPTION / SCOPE OF WORK	FEE STRUCTURE
3.1	Unbundling of infrastructure assets (completed projects) and capturing of it onto the asset register	Fixed Price per annum
3.2	Physical verification of infrastructure and moveable assets and conditional assessment of such assets	Fixed Price per annum
3.3	Impairment assessments and review of remaining useful lives (RUL)	Fixed Price per annum
3.4	Rehabilitation of landfill site - Cost for the calculation of landfill site rehabilitation provision in accordance with relevant legislative requirements. Cost must include: <ul style="list-style-type: none"> ▪ Site visit of engineer and surveyors; ▪ Drafting of provisions report (draft and final reports); ▪ Disbursements, travel and subsistence; ▪ Assistance with queries from external auditors (Auditor-General) 	Fixed Price per annum
SECTION 4 – DISBURSEMENTS		
ITEM	DESCRIPTION / SCOPE OF WORK	FEE STRUCTURE
4.1	Travelling cost <ul style="list-style-type: none"> ▪ Cost per kilometre, and is to be based on a total of 12 000 kilometres per annum 	Fixed Price per annum
4.2	Travelling time <ul style="list-style-type: none"> ▪ Quoted as an hourly rate, and is to be based on a total of 200 hours per annum 	Fixed Price per annum
4.3	Subsistence allowance <ul style="list-style-type: none"> ▪ Quoted as an allowance per day, and is to be based on a total of 120 days per annum 	Fixed Price per annum
SECTION 5 – OTHER		

ITEM	DESCRIPTION / SCOPE OF WORK	FEE STRUCTURE
5.1	Assistance with the appointment process of key financial staff	Hourly tariffs

PRICING SCHEDULE

Year 1

NR	DESCRIPTION	UNIT OF MEASURE	UNIT RATE (INCL. VAT)	QUANTITY	TOTAL AMOUNT (INCL. VAT)
1	SECTION 1 – ACCOUNTING SUPPORT				
1.1	Preparation and compilation of GRAP compliant AFS	Per unit, per annum		1	
1.2	Technical review of AFS	Per review		1	
1.3	Compilation of one interim GRAP compliant annual financial statements(AFS).	Per unit/ per annum		1	
1.4	Accounting support – Partner / Director	Per hour		200	
1.5	Accounting support – Senior Manager	Per hour		300	
1.6	Accounting support – Other Management	Per hour		300	
1.7	Accounting support – Senior Consultant	Per hour		300	
1.8	Accounting support – Junior Consultant	Per hour		300	
1.9	Compilation of monthly financial statements	Per unit		12	
1.10	Developing of new vote structure (once-off) – <i>Not to be included in price for</i>	Per unit		1	

	<i>year 2 and 3</i>				
SUBTOTAL (INCL. VAT) – SECTION 1					

NR	DESCRIPTION	UNIT OF MEASURE	UNIT RATE (INCL. VAT)	QUANTITY	TOTAL AMOUNT (INCL. VAT)
2	SECTION 2 – ACTUARIAL VALUATIONS				
2.1	Actuarial Valuation of Post-Employment Medical Aid Contribution	Per unit, per annum		1	
2.2	Actuarial Valuation of Ex-Gratia Pensions Benefits	Per review		1	
2.3	Actuarial Valuation of Long Service Awards to Employees	Per hour		1	
SUBTOTAL (INCL. VAT) – SECTION 2					

NR	DESCRIPTION	UNIT OF MEASURE	UNIT RATE (INCL. VAT)	QUANTITY	TOTAL AMOUNT (INCL. VAT)
3	SECTION 3 – ASSET MANAGEMENT				
3.1	Unbundling of infrastructure assets (completed projects) and capturing onto asset register	Per unit		1	
3.2	Physical verification of infrastructure and moveable assets	Per unit		1	
3.3	Calculation of landfill closure provisions and rehabilitation of landfill sites	Per unit		1	
SUBTOTAL (INCL. VAT) – SECTION 3					

NR	DESCRIPTION	UNIT OF MEASURE	UNIT RATE (INCL. VAT)	QUANTITY	TOTAL AMOUNT (INCL. VAT)
4	SECTION 4 – DISBURSEMENTS				
4.1	Travelling costs	Per km		12 000	
4.2	Travelling time	Per hour		200	
4.3	Subsistence allowance	Per day		120	
SUBTOTAL (INCL. VAT) – SECTION 4					

Pricing summary

NR	DESCRIPTION	TOTAL AMOUNT (INCL. VAT)
1	Section 1 – Accounting Support Services	
2	Section 2 – Actuarial Valuations	
3	Section 3 - Asset Management	
4	Section 4 – Disbursements	
TENDERED AMOUNT (INCL. VAT) - YEAR 1		
TENDERED AMOUNT (INCL. VAT) - YEAR 2 [Tendered Amount Year 1 plus escalation %]		
TENDERED AMOUNT (INCL. VAT) - YEAR 3 [Tendered Amount Year 2 plus escalation %]		
TENDERED AMOUNT (INCLUSIVE OF VAT) – Carried forward to tender cover page		

Bidder to indicate the escalation % to apply on the anniversary of the contract	_____ %
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SIGNATURE OF SIYANCUMA MUNICIPALITY OFFICIALS AT	1. 2.
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TENDER OPENING

AMENDMENTS, QUALIFICATIONS OR ALTERNATIVE OFFERS BY THE BIDDER

PAGE	DESCRIPTION

SIGNED ON BEHALF OF BIDDER:

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE COMPLETED 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) **SIYANCUMA Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **SIYA 08/2024** at the price/s quoted. My offer/s remains 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 in terms of the Amended Preferential Procurement Regulations 2017
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Procurement Policy

3. I confirm that I have satisfied myself of 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 devolved onto 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:.....	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. 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).
2. An official order indicating service delivery instructions is forthcoming.
3. 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.

<i>DESCRIPTION OF SERVICE</i>	PRICE (VAT INCL)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....



SIYANCUMA MUNICIPALITY

PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the 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. 4 Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 “GCC” means the General Conditions of Contract.
 - 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as

landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

i. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 6
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in

accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or 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 7 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 8
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any

goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any 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 11 the intended penalty as not objected against and may impose it on the supplier.

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

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

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

(ii) the date of commencement of the restriction

(iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited

from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, 12 damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes 28. Limitation of liability

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

1. **Limitation of liability**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 13
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. **Governing language**

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

30. **Applicable law**

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

31. **Notices**

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

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice. 32. Taxes and duties 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

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

33. **National Industrial Participation (NIP) Programme**

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

