



INVITATION TO BID

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005))

BID NO: RDM2023-022A

COMPILATION OF GRAP AND MSCOA COMPLIANT ASSET REGISTER AND RELATED ASSET MANAGEMENT SYSTEM – 3 YEAR CONTRACT

Closing Date and Time: Friday, 06 October 2023 at 12H00

NAME OF BIDDER:		Bidder VAT registered?
TOTAL BID PRICE (INCL VAT): (Brought forward from MBD 3.1)		Yes: <input type="checkbox"/> No: <input type="checkbox"/>

Please note that it is compulsory for all service providers to complete the above required information



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1. BID CHECKLIST

Bidders are to use this checklist to ensure that the bid documentation is complete for administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

Tick to indicate that the information is included

Item	Description	Yes	No	n/a
1.	Is your business registered as accredited prospective supplier with the DR RUTH S MOMPATI DISTRICT MUNICIPALITY?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Is the bid document administration fee paid and a copy of the receipt attached to the bid document?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Did you read and understand all pages of the bid document?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Did you complete the bid documents in black ink?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Did you provide a certified copy of your company registration and VAT registration certificates?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Did you provide a certified copy of your identity document in case of sole proprietorship?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Did you provide registration certificate pertaining to the relevant industry e.g. (Electrical Contractors Board), if applicable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Did you provide a covering letter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Did you provide an original and valid tax clearance certificate? (MBD2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Did you complete and sign the Bid Declaration Form? (section 3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Where applicable, is the resolution taken the Board of Directors/Members/Partners completed and signed? (section 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Where applicable, is the resolution taken the Board of Directors of a Consortium or Joint Venture completed and signed? (section 5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Is invitation to bid completed and signed?(MBD 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Is the Declaration of Interest completed and signed? (MBD 4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Is the Declaration of Bidder's Past Supply Management Practices completed and signed? (MBD 8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	Is the Certificate of Independent Bid Determination completed and signed? (MBD 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	Did you complete and sign the Previous Work Experience of a Similar Nature section? (section 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	Is the Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2011 completed and signed? (MBD 6.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	Did you provide an original and valid B-BBEE status level verification certificate or a certified copy thereof or, if you qualify as an EME, did you provide a verification certificate? (MBD 6.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	Does the product/service offered conform to the Bid Specifications?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	Is Pricing Schedule completed?(MBD 3.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	Where applicable, is the Declaration for Procurement Above R10 million (all applicable taxes included) completed and signed? (MBD 5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	Did you attach the annual financial statements as required in MBD 5? (For Procurements above R10 million)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. SPECIAL CONDITIONS OF BID

1. The Municipality's document must be kept as supplied and submitted with all schedules / forms fully completed.
2. The bidder **must** number bid document and returnable.
3. Any other documents, certificates etc. must be attached as an annexure to the official Municipal document.
4. Where the Municipality's official document is taken apart and not submitted as supplied, the bid might be rejected.
5. Schedules / forms not duly completed and signed by the bidder will result in a bid not being considered.
6. All Forms of Special Conditions in Specifications should be included.
7. The bid document must be completed in black ink, and prices must be VAT inclusive, unless otherwise specified.
8. The lowest or any Bid will not be necessarily be accepted, and the DR RUTH S MOMPATI DISTRICT MUNICIPALITY reserves the right to accept the whole or any portion of a Bid.
9. All prices and details must be legible to ensure the bid will be considered for adjudication.
10. Corrections may not be made by means of correction fluid such as Tip – Ex, or any other similar product. In the event of a mistake being made, it should be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
11. All bid documents must include the following documents:
 - Receipt (original) for bid documents;
 - Certified copies of cc/co registration certificates;
 - Certified copy of Identity document in the case of sole proprietorship;
 - Original or certified copy of B-BBEE status level verification certificate; and
 - Original copies of Tax clearance certificates.
 - Central Supplier Database
12. The bidder may submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done.
13. Bidders are required to be registered on the DR RUTH S MOMPATI DISTRICT MUNICIPALITY's Supplier Database. Consultants are required to be registered on the Municipality's Consultant Roster System (Application forms are obtainable from the Finance Department of the Municipality).
14. No bid forwarded by e – mail, telegram, telex, facsimile or similar apparatus will be considered.
15. Late bids shall not be admitted for consideration.
16. Bids must be properly received and deposited in the bid box of the DR RUTH S MOMPATI DISTRICT MUNICIPALITY on or before **12:00 on Friday, 06 October 2023**. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description, at the offices of the Municipality situated at 34 Church Street, VRYBURG, 8601.
17. Copyright / Patent Rights – Copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the DR RUTH S MOMPATI DISTRICT MUNICIPALITY.

3. BID DECLARATION

1. I/we Mr/Mrs/Messrs _____ duly assigned to represent the bidder for the purpose of this bid, hereby bid to supply the goods and/or render services described in the attached documents to the DR RUTH S MOMPATI DISTRICT MUNICIPALITY on terms and conditions stipulated in this bid and in accordance with the specifications stipulated in the bid documents (which shall be taken as part of, and incorporated into this bid) at the prices reflected in the Pricing Schedule.
2. I/we agree that this offer shall remain valid for a period of **120 days** commencing from the closing date and time of this bid.
3. I/We further agree that:
 - 3.1 This bid and its acceptance shall be subject to the terms and conditions contained in the in the DR RUTH S MOMPATI DISTRICT MUNICIPALITY's Supply Chain Management Policy;
 - 3.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the DR RUTH S MOMPATI DISTRICT MUNICIPALITY may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the DR RUTH S MOMPATI DISTRICT MUNICIPALITY and I/we will then pay to the DR RUTH S MOMPATI DISTRICT MUNICIPALITY any additional expense incurred by the DR RUTH S MOMPATI DISTRICT MUNICIPALITY having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the DR RUTH S MOMPATI DISTRICT MUNICIPALITY shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the DR RUTH S MOMPATI DISTRICT MUNICIPALITY may sustain by reason of my/our default;
 - 3.3 If my/our bid is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;
 - 3.4 The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served at (full street address of this place):

4. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
5. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
6. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
7. I/we declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in the attached documents. *If in the affirmative, state name(s) of bid(s) involved.

Name of Bidder: _____

Signature _____

4. RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ (Name of Bidder)

Held at _____ (Place) On _____ (Date)

RESOLVED THAT:

- The enterprise submits a Bid to the DR RUTH S MOMPATI DISTRICT MUNICIPALITY in respect of the following project:

RDM2023-022A : COMPILATION OF GRAP AND MSCOA COMPLIANT ASSET REGISTER AND RELATED ASSET MANAGEMENT SYSTEM – 3 YEAR CONTRACT

- Mr/Mrs/Ms _____

In his/her capacity as _____ and who will sign as follows:

(Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the bid to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members/partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Enterprise Stamp

5. RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ (Name of Bidder)

Held at _____ (Place) On _____ (Date)

RESOLVED THAT:

- The enterprise submits a Bid to the DR RUTH S MOMPATI DISTRICT MUNICIPALITY in respect of the following project:

RDM2023-022A : COMPILATION OF GRAP AND MSCOA COMPLIANT ASSET REGISTER AND RELATED ASSET MANAGEMENT SYSTEM – 3 YEAR CONTRACT

As a Consortium/Joint Venture comprising (list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

_____ (Enterprise full Name and Registration Number)

_____ (Enterprise full Name and Registration Number)

- Mr/Mrs/Ms _____

In his/her capacity as _____ and who will sign as follows:

_____ (Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the Bid to the **Consortium/Joint Venture** enterprise mentioned above.

- The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the DR RUTH S MOMPATI DISTRICT MUNICIPALITY in respect of the project described above under item 1.
- The **Consortium/Joint venture** enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and contract with the DR RUTH S MOMPATI DISTRICT MUNICIPALITY in respect of the project under item 1:

_____ (Physical Address)

Note: The resolution must be signed by all the directors or members / partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Enterprise Stamp

6. INVITATION TO BID (MBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DR RUTH S MOMPATI DISTRICT MUNICIPALITY

BID NUMBER: RDM2023-022A
CLOSING DATE AND TIME: Friday, 06 October 2023 at 12h00
BID DESCRIPTION: **COMPILATION OF GRAP AND MSCOA COMPLIANT ASSET REGISTER AND RELATED ASSET MANAGEMENT SYSTEM – 3 YEAR CONTRACT**

The Successful bidder will be required to fill in and sign a written Contract Form (MDB 7)

NB: Bids must be properly received and deposited in the bid box of the DR RUTH S MOMPATI DISTRICT MUNICIPALITY on or before the closing date and before the closing time. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description as indicated above. No bid offers will be accepted via e-mail, facsimile (fax) or telegram.

BID DOCUMENTS MAY BE POSTED TO:

P.O. Box 21
 VRYBURG
 8600

OR

DEPOSITED IN THE BID BOX SITUATED AT:

34 Church Street
 VRYBURG
 8601

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is available during office hours (Monday to Friday, 07H30 to 16H15).

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) *YES / NO
* Delete if not applicable

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) *YES / NO
* Delete if not applicable

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

An accounting officer as contemplated in the Close Corporation Act (CCA)

A verification agency accredited by the South African National Accreditation System (SANAS)

A registered auditor

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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? *YES / NO
* Delete if not applicable
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE R.....

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: DR RUTH S MOMPATI DISTRICT MUNICIPALITY

Department: Finance

Contact Person: M Mofokeng (Acting Chief Financial Officer)

Tel: (053) 928 6400

Fax: (053) 927 2401

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: K Kalanko

Tel: 083 870 6983

Fax: (053) 927 2401

7. TAX CLEARANCE REQUIREMENTS (MBD 2)

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

- 1 In order to meet this requirement bidders are required to 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 that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the 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.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>(NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</i>			
BID NUMBER:		CLOSING DATE:	
DESCRIPTION			
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*

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

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

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

CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="padding-left: 40px;">NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

**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:

8. PRICING SCHEDULE – FIRM PRICES (MBD 3.1)

(PURCHASES)

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

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

Name of Bidder:

Bid number: RDM2023-022A
Closing day and time: Friday, 06 October 2023 at 12h00
Bid description: COMPILATION OF GRAP AND MSCOA COMPLIANT ASSET REGISTER AND RELATED ASSET MANAGEMENT SYSTEM – 3 YEAR CONTRACT

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Firm bids are hereby requested from accredited service providers with the following specifications as a minimum:

The purpose of this “Terms of Reference” document is to invite potential service providers for proposals on the compilation of a GRAP and mSCOA compliant asset register together with a populated asset recording/management system to be utilized for movable and immovable assets by the district municipality.

This Asset management system must include processes and procedures to ensure sustainability on the basis reflected in the deliverables paragraph. Furthermore, the proposals must include details on the skills transfer process to the municipal officials and personnel at various locations to manage the asset management processes & procedures and maintain the asset management software on a sustainable basis with minimal external assistance for the duration of the contract.

In order to ensure good performance and governance within the district municipality and aspire for clean audits, a committed effort must take place to improve the capacity of the district municipality, by enhancing good governance through better accountability and transparency. This will be the main goal for the project. As the district municipality is the asset owner of fixed assets (water and sewer), we established that it is imperative to improve our current asset register and therefore felt it necessary for the local municipalities and Sedibeng Water board to form part of the project as they uphold the fixed assets on a continuous basis and the district municipality require proof of maintenance done for its asset register.

The purpose of the Municipal Asset Management System is due to the fact that the maintenance of fixed assets lies mostly with the water board and the district finds it difficult to obtain feedback regarding maintenance of these assets. It is mainly for this reason that the district found it necessary to implement a system as such that will not only assist the local municipalities and water board from an administrative outlook, but also enables the district to collect the information on the maintained assets (maintenance of assets) from the asset management system at any time. As an added advantage, the AMS will store ALL movable assets and immovable assets of the district municipality only. (if the need arises for movable and Immovable assets to be in the asset

management system at the local municipalities – an arrangement must be made to the locals and fees thereof will be on the account of the locals).

In order to aim towards a clean audit, the district municipality also requires the assistance with regards to the compilation of financial statements, asset register and all relevant documents and processes that forms part thereof for audit purposes.

It is therefore clear, that the district municipality requires assistance and more importantly, skills transfer in an effective and efficient manner of asset related processes and procedures with regards to standards of GRAP and mSCOA to all stakeholders in the project.

Eligibility

Only those tenderers who satisfy the following criteria are eligible to submit tenders and are deemed responsive and can be evaluated further:

- 1) A Valid Tax Clearance Certificate.
- 2) Joint Venture Agreement (where applicable). In terms of Joint Venture, Tax Clearance Certificate of both Joint Venture Partners should be submitted.
- 3) Copies of Identity Document of Partner or Directors.
- 4) Copy of Company Registration Certificate from the Registrar of Companies.
- 5) Proof of Registration as Professional Engineer / Technologist.
- 6) Proof of Banking Details (attach letter from the banking institution).
- 7) Company Profile – Experience, Traceable References and CV's of key personnel

Key personnel

In order to be considered for an appointment in terms of this tender, the tenderer must have in its employment or as JV or Consortium partner at the close of tender:

- A registered Chartered Accountant (Attach proof) with at least five (5) year's verifiable post graduate relevant experience, who will be the project leader, and responsible for all work carried out in terms of this tender.
- A registered Professional Land Surveyor (Attach proof) with at least five (5) years verifiable post graduate relevant experience, who will be the project manager.
- An Accountant/Financial Technician with at least 5 (five) year's relevant experience as an accountant, who will be the accounting advisor - manager A registered Professional Civil Engineer or Civil technologist (Attach Proof) with at least 5 (five) years verifiable post graduate relevant experience, who will be the technical advisor and assist with calculations of values of infrastructure assets
- Registered GISc Practitioners with at least five (5) years' experience.
- Registered Professional Valuers (Attach Proof) with at least five (5) years' experience.
- The project leader and the project manager must be registered as professionals with the Engineering Council of South Africa (ECSA) or the South African Institute of Chartered Accountants (SAICA) respectively. The registration numbers of these

- individuals must be indicated on Schedule 4, Part T2.2: Returnable Schedules. The Curriculum Vitae of all key personnel must be submitted with the tender submission, appended to Schedule 4.
- Key personnel will be expected to operate out of the local office.

Support resources

- Tenderers must indicate what resources (human and otherwise) that they have available and intend allocating to this project, and on what basis (that is, for what aspect of the work, and whether full or part time), if successful.

Submitting a tender offer

- Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable ink.
- Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (naught) copies.
- The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

OBJECTIVES

- a) The Service Provider will be responsible for :
 - i) Implement and administer an Asset Management system at the District Office
 - ii) Annually issue Financial Statements and Asset Register
 - iii) Continuous support and maintenance at the District Office
 - iv) Assisting in contributing towards the financial viability and sustainability of the districtmunicipality through selected enhanced asset management applications.

INFORMATION AVAILABLE

The district municipality will supply a complete data set of GIS information that should be incorporated into the AMS. The current GIS data consists of (but is not limited to)

- Cadastral Data (Title Deeds Data)
- Infrastructure data on Water and Sewer
- Aerial Photographs– Orthphotos2011
- Base data such as , Roads, Administrative Boundary
- Various datasets in .sql format linked within the infrastructure data
- The district municipality will also supply the asset register

EXTENT OF THE WORKS

5.1 The scope of assets for the asset register includes all immovable and moveable assets such as, (but not limited to):

- a) Water Infrastructure
- b) Sewer Infrastructure
- c) Municipal owned buildings
- d) Land and servitudes associated with above
- e) Investment properties
- f) Heritage assets
- g) Moveable assets

5.2 An Asset Register must not be managed in a spreadsheet. The asset register should be fullyspatial-enabled and should provide the following outputs in an Asset Management System:

- a) Comply with the requirements regarding asset management as stipulated in the MFMA;
- b) Comply with the prevailing GRAP Reporting Framework; and
- c) Have the capacity to comply with the Municipal Standard Chart of Accounts (mSCOA) requirements

The existing systems (IMIS- Integrated Municipal Information System) and Collaborator (Document Management system) at the district municipality can be customised or data thereof can be used in new AMS. The data must be populated with all the components of the assets, technically and financially and must include:

5.3 GIS and Spatial

- a) Geographical data will be used to annually update the immovable assets and projects as they are complete. The service provider should give updates to asset information in the preferred format as requested by the district municipality
- b) GIS and spatial data should as a minimum consist of –
 - i. GIS platform – preferably ArcGIS and/or PlanetGIS
 - ii. Representation of all asset information on integrated GIS maps available to all users for query purposes.
 - iii. Reflection of base layers e.g. aerial photography, cadastral, zoning,valuationetc.
 - iv. Retrieval of asset information from GIS features;
 - v. The provision of map printing capabilities or copying information into a document; and
 - vi. Exporting of data in an open GIS format.

5.4 Document Management

- a) Documents, photos, drawings, as built plans should be available on the AMS in a format accessible to read related to asset records and GIS features;
- b) Retrieval of documents via GIS features; and
- c) Capturing of assets onto GIS system and balance with asset register.

5.5 Querying and reporting abilities (but not limited to)

- a) Financial reporting:
 - i) Asset Summary reports: Extent, Value (such as cost, accumulated depreciation and impairment, revaluation, carrying value and current replacement cost), Remaining
 - ii) Useful Life, Condition, Utilisation, performance Criticality;
 - iii) Financial summaries;
 - iv) Components, unit rates, effective useful lives;
 - v) Maintenance needs;
 - vi) Work in progress on capital projects – WIP Register; and vi) Capital commitments– (Commitment Register)
 - vii) Notes for Financial Statements

5.6 Technical reporting (Water, Sanitation, Buildings and Property):

- a) Current and future capacity requirements;
- b) Future works planning, prioritisation, phasing and costs;
- c) Network Layout summaries

5.7 Asset Register & Accounting

- a) Recording of movement of assets;
- b) Assign user access levels on asset contributions;
- c) Recording and logging of asset information on:
 - 6
 - 7 Description;
 - 8 Unique identifier;
 - 9 Document reference numbers;
 - 10 Ownership;
 - 11 Age;
 - 12 Condition assessments;
 - 13 Valuation;
 - 14 Depreciation;
 - 15 Impairments/ Re-evaluation;
 - 16 Reversal of Impairments/ re-evaluation;
 - 17 Recognitions;
 - 18 De-recognitions and reason/manner;
 - 19 Capacity and remaining capacity;
 - 20 Maintenance requirements (timing);
 - 21 Restrictions on disposal (e.g. basic service);
 - 22 Audit trail on asset changes or updates; and
 - 23 Data accuracy/confidence grades.

24

- a) Export data to an open GIS format (Preferably ArcGIS or PlanetGIS)
- b) Support in recording Work-in-Progress (WIP) projects:
 - i) Attachment of invoices;
 - ii) Available / remaining budget amounts;
 - iii) Unbundling according to the asset hierarchy and components; and iv) Transferring of WIP to the financial asset register

24.2 Project Control

- a) Recording, logging and controlling of all expenditure on infrastructure capital projects;
- b) Logging and reporting physical and financial progress;
- c) Logging and reporting socio-economic benefits; and
- d) Unbundling WIP projects in accordance with the asset policy.

24.3 Support in reviewing the Asset Management Plan

24.4 Support in reviewing the Asset Policy

24.5 Development Asset accounting procedure manuals

6 DELIVERABLES

The following deliverables must be supplied.

6.1 Project Management

- a) Assist municipality to setup an asset steering committee
- b) Conduct quarterly project steering committee meetings and submit monthly progress reports or performance purposes
- c) Make resource available for on-site support– 40 hours for the first 6 months from appointment and there after 80 hours per month after server installation at various sites
- d) Submit closure report of each FYE at end November of each year of contract

6.2 Assessment Report on Existing Asset Register

- a) List GRAP compliancy shortfalls in Asset Register
- b) Collect and analyse available support documentation of previous years' audits

- c) List audit findings related to assets and actions to be followed to address findings
- d) Asset Register Financial Hierarchy
 - i) Define asset classification and component level
 - ii) Sign off by municipality
- 6.3 Geographic Information System in Planet GIS format (as currently used by Municipality)
 - a) Gather electronic GIS data and compile base map for asset location purposes
 - (i) Compile all available aerial photography for the municipal area
 - (ii) Acquire full deeds dump of all properties in municipal jurisdiction area
 - (iii) Create an up-to-date cadastral map and deeds map – reconcile all deeds properties with map information
 - (iv) Land use and zonings map
 - (v) Linking water consumption detail per property where applicable
 - (vi) Linking existing valuation roll
 - (vii) Map existing fixed asset register (from supplied GIS data, alternatively plotting coordinates from existing asset register)
 - b) Gather non-electronic Infrastructure map data
 - (i) Scan, rectify and present infrastructure as-built plans if necessary
 - (ii) Digitize information into GIS
 - c) Analyze data received and supply discrepancy reports
 - (i) Cadastral and deeds map – properties not registered
 - (ii) Valuation roll – properties not listed in roll
 - d) Conduct workshop or work session with municipal staff
 - (i) Presentation status quo and discrepancy reports
 - (ii) Identify gaps
 - e) Gather additional information
 - (i) Allocate responsibilities for acquiring additional information
 - (ii) Repeat steps 4.b.i to 4.c.iv
 - f) Conduct a second workshop or work session with municipal staff
 - (i) Presentation status quo after additions and further analysis
 - (ii) Capture knowledge of municipal staff onto map
 - g) Conduct final workshop and provide hardcopy maps to municipality for review and sign-off.

Capital Projects All WIP Projects

- (i) Gather all source documentation
- (ii) Reconcile with General ledger and source documentation
- (iii) Update register with expenditure for the prior and the current year

a) Projects completed in current year

- (i) Gather all source documentation
- (ii) Reconcile with General ledger and source documentation
- (iii) Componentize (Unbundle) based on source documentation and final bill of quantities
- (iv) Field survey and geo-tag componentized items to confirm existence
- (v) Update WIP schedule with projects cost per year

b) Donated projects

- (i) Gather all source documentation
- (ii) Reconcile with expenses recorded at donating party
- (iii) Componentize based on available source documentation in accordance with policy
- (iv) Survey componentized items

6.5.3. Review of policies to align to the implementation plans

6.6 Property Register

- a) Gather all source documentation relevant to the Property Portfolio
- b) Update deeds data of municipal owned properties as at 30 June 2026
- c) Obtain council minutes of meetings relating to properties to identify intention of council relating to the properties
- d) Compare Contract Register with Property Portfolio
- e) Identify transfers in the past year and current year
- f) Identify additions in the past year and current year
- g) Survey and verify municipal properties
- h) Categorize properties - Investment, Inventory or Land/Buildings (PPE)
- i) Perform professional valuation of all municipal properties as per take-on date

- j) Perform fair value adjustment on investment properties
- k) Conduct Workshop and present anomalies to municipality
- l) Conclude actions on properties and sign-off by municipality
- m) Document factors taken into account in determination of classification of properties and prepare required disclosure note) Prepare the required disclosures relating to maintenance and rental income earned for investment properties

6.7 Heritage Assets

- a) Perform assessment and disclosure

6.8 Biological Assets

- a) Perform assessment and disclosure

6.9 Assistance for Landfill and quarries

- a) Assist the municipality to appoint a qualified entity to supply a GRAP compliant land fill and quarry report and to perform the GRAP compliant disclosures
- b) Obtain the detailed qualification of the individuals performing the valuation (CV, Affiliation to professional bodies etc.)

6.10 Movable assets

- a) Perform asset take-on and verification exercise
- b) Perform condition assessment
- c) Supply aluminum barcode and affix these to the assets where needed
- d) Supply location listing (e.g. behind the door listing) and sign-off of lists by municipality
- e) Create a vehicle register including verification
- f) Create a finance lease register including verification

6.11 Financial calculation and reconciliation

- a) Perform Current Replacement Cost (CRC) calculation of assets
- b) Perform Depreciated Replacement Cost (DRC) calculation of assets
- c) Perform depreciation calculation of assets

- d) Perform remaining useful life adjustments for identified assets (documentation of assumptions and factors)
- e) Perform impairment adjustments for identified assets (documentation of assumptions and factors)
- f) Prepare all assets related notes in the AFS
- g) Prepare appendix B & C as per the prescribed Annual Financial Statements format

6.12 Capital Commitments

- a) List all active capital contracts
- b) List all capital contracts approved for the current year
- c) List all payments related to all capital commitments
- d) Reconcile with General ledger and source documentation
- e) Prepare disclosures relating to capital commitments
- f) Reconciliation between the WIP and the capital commitment register

6.13 Audit support

- a) Prepare methodology documentation and present to Auditor General
- b) Prepare audit file, present to CFO and sign-off by CFO
- c) Attend Audit Committee Meetings where requested
- d) Assist with register to floor exercise of Auditor General
- e) Assist with floor to register exercise of Auditor General
- f) Propose adjustment to the assets management policy where required
- g) Communication of audit finding responses (Resolve the findings raised both current and prior year)

6.14 Hardware, Software and Information Population

- a) Supply of the necessary software and licenses of Asset Management Servers in the District Office including maintenance for the duration of the contract (add license details in price list)
- c) The spatial viewer (GIS viewer) and must be customized according to the financial asset hierarchy to be utilized during this project
- d) All support documentation must be filed according to the municipal file plan structure

OR

e) Proposal for Cloud services instead of Servers.

6.15 On Site Training for All Asset Management Officials (Key Resources – Project Manager)

- a) Administrative - General knowledge of asset management (including ground level personnel)
- b) System - GIS-based asset management system
- c) Accounting - The management movement for additions, disposal, RUL Assessment and impairment of assets) Administrative - Report Extraction from the system on all customized modules
- e) Technical - Process and procedures in what is necessary when movable and immovable assets needs be incorporated into the AMS
- f) IT – understanding databases – SQL language etc.

6.16 Supply Final Register

- a) Supply a Draft Asset Register by 15 July each year of contract – in MS Excel format with formulas
- b) Supply the Final Register with changes by 15 August each year of contract – signed off by the CFO)
Supply financial statements by 1 July each year of contract

7. PROPOSAL SPECIFICS

The service providers must submit a proposal in response to this Terms of Reference and must include the following:

- a) A statement confirming the availability of the service provider and its key resources for the period indicated in the Terms of Reference;
- b) A detailed methodology confirming the understanding of the Terms of Reference and deliverables;
- c) A project schedule;
- d) a list of successful projects conducted in the past 3 years with reference to GRAP compliant Asset Registers;

Proposed detailed costing schedule will form part of the tender document. Schedule must be completed for all the various deliverables. The unit of measure must be completed for each line, such as days, hours, km, property count, etc. The unit cost will be for example Daily Rate or Hourly Rate, etc.

8. STAFF REQUIREMENTS

At least 2 (two) persons with appropriate qualifications (Minimum Professional registered Chartered Accountant and Land Surveyor) and extensive experience (Minimum 5years) in Asset Management will be required.

Detailed Curriculum Vitae (CV'S) of all key staff members which is recommended in the consortium for each discipline must be included in the Bids to be submitted by interested consortia.

9. REPORTING

Monthly reporting on all aspects of the programme will be required, including Progress Reports, cash flows and time sheets. Interim reports to the DR RUTH SEGOMOTSI MOMPATI District Municipality representatives in the region, as and when required, as well as monitoring and evaluation reporting to the Funding Agent will also be required.

10. LOCATION OF THE WORKS

The location of the project or programme will be within the jurisdiction of Dr Ruth S Mompoti District Municipal Area. The main project will be located in Vryburg at the Dr Ruth S Mompoti District Offices, Church Street, Vryburg, and the location of the AMS server must be at the same address

a) Dr Ruth S Mompoti District Municipality – Vryburg

OR

b) Proposal on Cloud Services

H) KINDLY NOTE THAT THE DURATION OF THE PROJECT IS 36 MONTHS

PRICING SCHEDULE / SUMMARIZED BILL OF QUANTITIES

Pricing							
Item	Description	Services					
		Unit of Measure	Unit Cost	Units	Sub-Total		
1		Project Management (Key Resource – Project Manager)					
	a	Assist municipality to setup a project steering committee		R			R
	b	Conduct a quarterly project steering committee meetings and submit monthly progress reports or		R			R
	c	Make resource available for on-site support– 40 hours for the first 6 months from appointment and there after 80hours per month after server installation at various sites		R			R
	d	Submit closure report of each FYE at end November of each year of contract		R			R
2		Assessment Report on Existing Asset Register (Key Resources – Project Manager, Project Leader, Accounting Advisor)					
	a	List GRAP compliancy shortcomings in Asset Register		R			R
	b	Collect and analyse available support documentation of previous years' audits		R			R
	c	List audit findings related to assets and actions to be followed to address findings		R			R
	d	Asset Register Financial Hierarchy		R			R
	i	<i>Define asset classification and component level</i>		R			R
	ii	<i>Sign off by municipality</i>		R			R
3		Geographic Information System in GIS format (ArcGIS or PlanetGIS currently used by Municipality) – (Key Resource – Project Manager, Professional GIS)					
	a	Gather electronic GIS data and compile base map		R			R
	i	<i>Compile all available aerial photography for the municipal</i>		R			R
	ii	<i>Acquire a full deeds dump of all properties in municipal jurisdiction area</i>		R			R
	iii	<i>Create an up-to-date cadastral map and deeds map – reconcile all deeds properties with map information</i>		R			R
	iv	<i>Land use and zonings map</i>		R			R
	v	<i>Linking water consumption detail per property where</i>		R			R

	vi		<i>Linking existing valuation roll</i>		R		R
	vii		<i>Map existing fixed asset register (from supplied GIS data, alternatively plotting coordinates from existing asset register)</i>		R		R
	b		Gather non-electronic Infrastructure map data		R		R
		i	<i>Scan, rectify and present infrastructure as-built plans if</i>		R		R
		li	<i>Digitise information into GIS</i>		R		R
	a		Perform asset take-on and verification exercise		R		R
	b		Perform condition assessment		R		R
	c		Supply aluminium barcode and affix these to the assets where needed		R		R
	d		Supply location listing (e.g. behind the door listing) and sign-off of lists by municipality		R		R
	e		Create a vehicle register including verification		R		R
	f		Create a finance lease register including verification		R		R
10			Financial calculation and reconciliation (Key Resources – Project Manager, Professional Engineer, Project leader (Chartered Accountant))Chartered Accountant)				
	a		Perform Current Replacement Cost (CRC) calculation of assets		R		R
	b		Perform Depreciated Replacement Cost (DRC) calculation of assets		R		R
	c		Perform depreciation calculation of assets		R		R
	d		Perform remaining useful life adjustments for identified assets		R		R
	e		Perform impairment adjustments for identified assets (documentation of assumptions and factors)		R		R
	f		Prepare all assets related notes in the AFS		R		R
	g		Prepare appendix B & C as per the prescribed Annual Financial		R		R
11			Capital Commitments (Key Resources – Project Manager, Project leader (Chartered Accountant))				
	a		List all active capital contracts		R		R
	b		List all capital contracts approved for the current year		R		R
	c		List all payments related to all capital commitments		R		R
	d		Reconcile with General ledger and source documentation		R		R
	e		Prepare disclosures relating to capital commitments		R		R

	f	Reconciliation between the WIP and the capital commitment register		R		R
12		Audit support (Key Resources – Project Manager, Project leader (Chartered Accountant), Professional Engineer, Property Valuer)				
	a	Prepare methodology documentation and present to Auditor General		R		R
	b	Prepare audit file, present to CFO and sign-off by CFO		R		R
	c	Attend Audit Committee Meetings where requested		R		R
	d	Assist with register to floor exercise of Auditor General		R		R

	c		Analyse data received and supply discrepancy reports		R		R
	i		<i>Cadastral and deeds map – properties not registered</i>		R		R
		li	<i>Valuation roll – properties not listed in roll</i>		R		R
	d		Conduct workshop or work session with municipal staff		R		R
		l	<i>Presentation status quo and discrepancy reports</i>		R		R
		li	<i>Identify gaps</i>		R		R
	e		Gather additional information		R		R
		l	<i>Allocate responsibilities for acquiring additional information</i>		R		R
		li	<i>Repeat steps 4.b.i to 4.c.ii</i>		R		R
	f		Conduct a second workshop or work session with municipal		R		R
		l	<i>Presentation status quo after additions and further analysis</i>		R		R
		li	<i>Capture knowledge of municipal staff onto map</i>		R		R
	g		Conduct annual workshop and provide hardcopy and softcopy data to sign-off		R		R
4			Capital Projects (Key Resources – Project Manager, Chartered Accountant (Project Leader), Accounting Advisor, Civil Engineer, GIS Specialist)				
	a		All WIP Projects		R		R
		l	<i>Gather all source documentation</i>		R		R
		li	<i>Reconcile with General ledger and source documentation</i>		R		R
		iii	<i>Update register with expenditure for the prior and the current</i>		R		R
	b		Projects completed in current year		R		R
		l	<i>Gather all source documentation</i>		R		R
		li	<i>Reconcile with General ledger and source documentation</i>		R		R
		iii	<i>Componentise (Unbundle) based on source documentation and final bill of quantities</i>		R		R
		iv	<i>Field survey and geo-tag componentized items to confirm existence</i>		R		R
		v	<i>Update WIP schedule with projects cost per year</i>		R		R
	c.		Donated projects		R		R
		l	<i>Gather all source documentation</i>		R		R

	a	Perform asset take-on and verification exercise		R		R
	b	Perform condition assessment		R		R
	c	Supply aluminium barcode and affix these to the assets where needed		R		R
	d	Supply location listing (e.g. behind the door listing) and sign-off of lists by municipality		R		R
	e	Create a vehicle register including verification		R		R
	f	Create a finance lease register including verification		R		R
10		Financial calculation and reconciliation (Key Resources – Project Manager, Professional Engineer Project leader (Chartered				
	a	Perform Current Replacement Cost (CRC) calculation of		R		R
	b	Perform Depreciated Replacement Cost (DRC) calculation of assets		R		R
	c	Perform depreciation calculation of assets		R		R
	d	Perform remaining useful life adjustments for identified assets		R		R
	e	Perform impairment adjustments for identified assets (documentation of assumptions and factors)		R		R
	f	Prepare all assets related notes in the AFS		R		R
	g	Prepare appendix B & C as per the prescribed Annual Financial		R		R
11		Capital Commitments (Key Resources – Project Manager, Project leader (Chartered Accountant))				
	a	List all active capital contracts		R		R
	b	List all capital contracts approved for the current year		R		R
	c	List all payments related to all capital commitments		R		R
	d	Reconcile with General ledger and source documentation		R		R
	e	Prepare disclosures relating to capital commitments		R		R
	f	Reconciliation between the WIP and the capital commitment register		R		R
12		Audit support (Key Resources – Project Manager, Project leader (Chartered Accountant), Professional Engineer, Property Valuer)				
	a	Prepare methodology documentation and present to Auditor General		R		R
	b	Prepare audit file, present to CFO and sign-off by CFO		R		R
	c	Attend Audit Committee Meetings where requested		R		R
	d	Assist with register to floor exercise of Auditor General		R		R

	e	Assist with floor to register exercise of Auditor General		R		R
	f	Propose adjustment to the assets management policy where required		R		R
	g	Communication of audit finding responses (Resolve the findings raised both current and prior year)		R		R
13		Hardware, Software and Information Population (Key Resources – Project Manager, Professional GIS)				
	l			R		R
	b	a. Supply of the necessary software and licenses of server including maintenance for the duration of the contract (add licenses below)		R		R
	l			R		R
	li			R		R
	iii.			R		R
	c	Maintenance of the server at the Main Office for the duration of the contract		R		R
	d	The spatial viewer (GIS viewer) and must be customised according to the financial asset hierarchy to be utilised		R		R
	e	All support documentation must be filed according to the municipal file plan structure		R		R
	f	OR Proposal for Cloud services instead of Servers. (specify		R		R
	l			R		R
	li			R		R
	iii			R		R
	iv			R		R
14		On Site Training for Municipal Officials (Key Resources – Project Manager)				
	a	Administrative - General knowledge of asset management (including ground level personnel)		R		R
	b	System - GIS-based asset management system		R		R
	c	Accounting - Asset Management Movement forms for additions, disposal, RUL Assessment and impairment of		R		R
	d	Administrative - Report Extraction from the system on all customised modules		R		R
	e	Technical - Process and procedures in what is necessary when movable and immovable assets needs be incorporated into the		R		R
	f	IT – understanding databases – sql language etc.		R		R
15		Supply Final Register (Key Resources – Project Manager, Project Leader (Chartered Accountant))				

	a	Supply a Draft Asset Register by 15 July 2023 – export into MS Excel format with no formulas		R		R
	b	Supply the Final Register with changes by 31 July 2023 – signed off by the CFO		R		R
	c	Supply asset register to update GIS as well		R		R
16		Any additions / other		R		R
				R		R
				R		R
		INDICATE ANNUAL ESCALATION %				
				ADD 15% VAT		
				TOTAL CARRIED FORWARD TO FORM OF		

Description of quality criteria	Maximum number of tender evaluation points
Professional Qualifications	15
Professional Experience	25
Approach and Methodology	30
Scope of Work	30
Total evaluation points for quality (Ms)	100

The minimum number of evaluation points for quality is 75. Tender offer that fail to score the minimum number of evaluation points for quality will be rejected.

ITEM	CRITERIA	KPA'S	SCORE (%)	MAXIMUM SCORE (%)
1	Professional Qualifications of Chartered Accountant	Minimum qualifications are BCom. At least 10 years' experience in accounting and asset management. Must be registered as a Professional Accountant at SAICA/ACCA/CIMA as the project leader.	15	15
2	Professional Experience of Chartered Accountant or Accounting Technician	At least 10 years' experience and (Extensive level of relevant experience) as a Registered Accountant or Technician for Accounting advisor manager	5	5
		5 to 10 years' experience and (Reasonable level of relevant experience) as a Registered Accountant or Technician for Accounting advisor manager	3	
		Less than 5 years' experience and (Limited level of relevant experience) as a Registered Accountant or Technician for Accounting advisor manager	1	
3	Professional Experience of Land Surveyor	At least 10 years' experience and (Extensive level of relevant experience) as a Registered Professional Land Surveyor as Project Manager	5	5
	5 to 10 years' experience and (Reasonable level of relevant experience) as a Registered Professional Land Surveyor as Project Manager	3		
	Less than 5 years' experience and (Limited level of relevant experience) as a Registered Professional Land Surveyor as Project Manager	1		
4	Professional Experience of Principal Civil Engineer	At least 10 years' experience and (Extensive level of relevant experience) as a Registered Civil Engineer as Technical Advisor	5	5
		5 to 10 years' experience and (Reasonable level of relevant experience) as a Registered Civil Engineer as Technical Advisor	3	
		Less than 5 years' experience and (Limited level of relevant experience) as a Registered Civil Engineer as Technical Advisor	1	
5	GISc Practitioners	At least 10 years' experience and (Extensive level of relevant experience) as a Registered GISc Practitioner	5	5
		5 to 10 years' experience and (Reasonable level of relevant experience) as a Registered GISc Practitioner	3	
		Less than 5 years' experience and (Limited level of relevant experience) as a Registered GISc Practitioner	1	
6	Professional Valuers	At least 10 years' experience and (Extensive level of relevant experience) valuation of fixed and movable assets as a Registered Professional Valuer	5	5
		5 to 10 years' experience and (Reasonable level of relevant experience) valuation of fixed and movable assets as a Registered Professional Valuer	3	
		Less than 5 years' experience and (Limited level of relevant experience) valuation of fixed and movable assets as a Registered Professional Valuer	1	
7	Approach and Methodology addressing all aspects of scope of tender	Approach paper which responds to the proposed work / design and outlines proposed methodology and workplan complete with time frames (Very Good)	30	30
		Approach paper which responds to the proposed work / design and outlines proposed methodology and workplan complete with time frames (Good)	20	
		Approach paper which responds to the proposed work / design and outlines proposed methodology and workplan complete with time frames (Adequate)	15	
		Approach paper which responds to the proposed work / design and outlines proposed methodology and workplan complete with time frames (Poor)	5	

ITEM	CRITERIA	KPA'S	SCORE (%)	MAXIMUM SCORE (%)
8	Scope of Work	Five (5) or more References Letters accompanied by Appointment Letter for GRAP compliant Movable asset register	15	30
		5 or more References Letters accompanied by Appointment Letter for GRAP compliant Immovable And Movable asset register	15	
		4 References Letters accompanied by Appointment Letter for GRAP compliant Movable asset register	10	
		4 References Letters accompanied by Appointment Letter for GRAP compliant Immovable assetregister	10	
		3 References Letters accompanied by Appointment Letter for GRAP compliant Movable asset register	5	
		3 References Letters accompanied by Appointment Letter for GRAP compliant Immovable assetregister	5	
		Tenderer has not supplied any information or has submitted insufficient information to calculate the score level or does not meet the minimal criterion. No points will be awarded for reference letters that are not accompanied by appointment letters for the bidding Organisation.	0	
				100

The minimum number of evaluation points for quality is 75. Tender offer that fail to score the minimum number of evaluation points for quality will be rejected.

No	Specific Goals	Procurement Transactions Preference Points allocated out of 20
1.	Enterprises owned by black people. (must be included as a specific goal)	<p align="center">10 points</p> <ul style="list-style-type: none"> • B-BBEE status level 1 = 10 points. • B-BBEE status level 2 = 05 points. <p align="center">B-BBEE status level 3, 4, 5, 6, 7, 8, non-compliant contributor = 0 points</p>
2.	<ul style="list-style-type: none"> • District Municipality • North West Province <p align="center">for work to be done or services to be rendered in that area</p> <p>Tender (RFP) will specify which of the above will apply.</p>	<p align="center">Maximum 4 points</p> <ul style="list-style-type: none"> • District Municipality = 04 points • North West Province = 02 points • Outside the Northwest Province = 0 Points
3.	<p>The following specific goals will be utilised:</p> <ul style="list-style-type: none"> • Enterprises owned 100% by women. • Enterprises owned 100% by people with disability. • Enterprises owned 100% by youth. 	<p align="center">Maximum 6 points</p> <p align="center">2 Points per specific goal</p>

1. VALIDITY PERIOD

The Validity period for the tender after closure will be 120 days.

PRICING SCHEDULE

Description of Goods / services required	Bid Price in RSA Currency (all applicable taxes included**)
COMPILATION OF GRAP AND MSCOA COMPLIANT ASSET REGISTER AND RELATED ASSET MANAGEMENT SYSTEM – 3 YEAR CONTRACT	
Delivery / travel and subsistence costs	
Other (State nature:)	
Nett price (Excluding VAT)	
VAT	
Total bid price (Including VAT) (Carry forward to front cover of this bid document)	

Required by:

At:

Does offer comply with the specifications?

*YES / NO
* Delete if not applicable

If not to specification, indicate deviation(s):

.....

Period required for delivery: *Delivery: Firm/not firm
* Delete if not applicable

Delivery basis:

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

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

9. PREVIOUS WORK EXPERIENCE OF A SIMILAR NATURE

List main work experience of a **similar nature to this bid** successfully executed and completed (or on-going) in the last five (5) years:

No	Institution / client / employer	Project description	Date started	Date completed (indicate projected completion if on-going)	Project value in Rand	Name and contact details of contact person / reference at institution
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Representatives of the DR RUTH S MOMPATI DISTRICT MUNICIPALITY are hereby authorized to contact the above contact persons / references of the various institutions to verify the correctness of the information as supplied.

<p>..... Signature</p>	<p>..... Date</p>
<p>..... Position</p>	<p>..... Name of Bidder</p>

10. DECLARATION OF INTEREST (MBD 4)

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 service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Company Registration Number:
 - 3.4 Tax Reference Number:
 - 3.5 VAT Registration Number:
 - 3.6 Are you presently in the service of the state *YES / NO
* Delete if not applicable
 - 3.6.1 If so, furnish particulars.

 - 3.7 Have you been in the service of the state for the past twelve months *YES / NO
* Delete if not applicable
 - 3.7.1 If so, furnish particulars.

 - 3.8 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
* Delete if not applicable
 - 3.8.1 If so, furnish particulars.

 - 3.9 Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid *YES / NO
* Delete if not applicable
 - 3.9.1 If so, furnish particulars

* MSCM Regulations: "in the service of the state" means to be –

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

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? *YES / NO

* Delete if not applicable

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? *YES / NO

* Delete if not applicable

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of Bidder

11. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)

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

- 1. Are you by law required to prepare annual financial statements for auditing? *YES / NO
* Delete if not applicable

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

- 2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *YES / NO
* Delete if not applicable

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

- 2.2 If yes, provide particulars.
.....
.....
.....
.....

- 3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO
* Delete if not applicable

- 3.1.1 If yes, furnish particulars
.....
.....
.....
.....

- 4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES / NO
* Delete if not applicable

- 4.1 If yes, furnish particulars
.....
.....
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1) AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: EITHER 80/20 or 90/10 PREFERENCE POINT SYSTEM

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, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.

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); or
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

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

- a) Price; and
- b) Specific Goals (B-BBEE status level contribution).

1.4 To be completed by the municipality:

The maximum points for the tender with a Rand value to R 199 999.99 are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20 (B-BBEE status level 1 = 10 B-BBEE status level 2 = 05 points. B-BBEE status level 3, 4, 5, 6, 7, 8, non-compliant contributor = 0 points District Municipality = 10 points North West Province = 05 points Outside the Northwest Province = 0 Points)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

The maximum points for the tender with value of R 200 000.00 to R 50 000 000.00 are allocated as follows

	POINTS
PRICE	80
<p>SPECIFIC GOALS</p> <p>Choose any one (1), two (2), three (3) or four (4) of the following specific goals (may):</p> <p>Enterprises owned 100% by women. Enterprises owned 100% by people with disability. Enterprises owned 100% by military veterans Enterprises owned 100% by youth.</p>	<p>20 (B-BBEE status level 1 = 10 B-BBEE status level 2 = 05 points. B-BBEE status level 3, 4, 5, 6, 7, 8, non-compliant contributor = 0 points</p> <p>District Municipality = 04 points North West Province = 02 points Outside the Northwest Province = 0 Points)</p> <p>Maximum 6</p> <p>Points for each specific goal to be determined by the BSC</p> <p>Total points should not exceed 6 points</p>
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

The maximum points for the tender with value greater than R 50 000 000.00 are allocated as follows

	POINTS
PRICE	90
SPECIFIC GOALS Choose any one (1), two (2), three (3) or four (4) of the following specific goals (may): Enterprises owned 100% by women. Enterprises owned 100% by people with disability. Enterprises owned 100% by military veterans Enterprises owned 100% by youth.	5 points B-BBEE status level 1 = 5 points. B-BBEE status level 2 = 02 points. B-BBEE status level 3, 4, 5, 6, 7, 8, non-compliant contributor = 0 points 3 points District Municipality = 02 points North West Province = 01 point Points for each specific goal to be determined by the BSC Total points should not exceed 2 points
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

- 1.1 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.

7

B-BBEE

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

LOCALITY

Failure on the part of tenderer to submit the following:

- where the tenderer is the owner of the property / business:
 - municipal account registered in the name of the tenderer not older than 3 months;
- where the tenderer is not the owner of the property / business:
 - a valid lease agreement; or
 - affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months.
- where the tenderer submitted incorrect or outdated information (account, lease agreement or affidavit) or none of the above, it will be interpreted to mean that preference points for Locality are not claimed.

- 1.5 The municipality 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 municipality.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“tender”** means a written offer in the form determined by a municipality in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (e) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“tender for income-generating contracts”** means a written offer in the form determined by a municipality 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 municipality and a third party that produces revenue for the municipality, 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
- (h) **“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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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

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

4.1 POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 B-BBEE

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

5.2 In cases where municipality intend to use the Preferential Procurement policy of Council section 8.7, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an municipality 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 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 municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system

12. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

1. This serves as a declaration 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.
2. The bid of any bidder may be rejected if that bidder or any of its directors have:
 - a. abused the municipality'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. wilfully 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).
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1.1	If so, furnish particulars:		
3.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.2.1	If so, furnish particulars:		
3.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.3.1	If so, furnish particulars:		
3.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.4.1	If so, furnish particulars:		
3.5	<p>Was any contract between the bidder and the municipality or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

..... Signature	..... Date
..... Position	..... Name of Bidder

13. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 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).^{*} Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 2 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.
- 3 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.
- 4 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

^{*} 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 BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

RDM2023-022A : LEASE OF 35MULTIFUNCTIONAL NETWORK PRINTERS AND SUPPLY, INSTALLATION OF AUTOMATED VOIP TELEPHONE MANAGEMENT SYSTEM FOR PERIOD OF THREE (3) YEARS

in response to the invitation for the bid made by:

DR RUTH S MOMPATI DISTRICT MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

..... Signature	..... Date
..... Position	..... Name of Bidder

* 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.

**14. Annexure A: Government Procurement: General Conditions of Contract
(July 2010)**

**THE NATIONAL TREASURY
Republic of South Africa**

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
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23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
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28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only 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.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

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 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

14.1 As specified, 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.

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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

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

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

16.3 Payments shall be made 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.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within

the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

- (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. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

- (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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in

his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.