

DANNHAUSER LOCAL MUNICIPALITY

BID INVITATION FOR TENDER NO: 07/05/2023

TENDER DOCUMENT FOR:

APPOINTMENT OF A SERVICE PROVIDER FOR THE PREPARATION OF THE GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS FOR A PERIOD OF 36 MONTHS

CLOSING DATE: 25/05/2023

NAME OF SERVICE PROVIDER	
CONTACT PERSON	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
PHYSICAL ADDRESS	
PROFESSIONAL FEE (%)	

Issued By:	Prepared by:
DANNHAUSER MUNICIPALITY	FINANCE SERVICES DEPARTMENT
Private Bag X1011	DANNHAUSER MUNICIPALITY
Dannhauser	8 Church Street
3080	Dannhauser
Tel: (034) 621 2666	3080
Fax: (034) 621 3114	Tel: (034) 621 2666
	Fax: (034) 621 3114

	CONTENTS
Number	Heading
The Tender	
Part T1:	Tendering Procedures
T1.1	Tender notice and invitation to tender
T1.2	Tender Data
T1.3	General Conditions of the bid proposal: Definitions
Part T2	Returnable Documents
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The Contract	
Part C1:	Agreement and Contract Data
C1.2	Contract Data
Part C2	Scope of work and Bills of quantity
C2.1	Scope of work
C2.2	Bills of quantity
Part C3	PRICING DATA
C3.1	Pricing instruction

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bid documents will be obtainable on payment of cash non-refundable document fee of **R250.00** per document from the offices of the DANNHAUSER LOCAL MUNICIPALITY, 08 Church Street, Dannhauser during office hours from 07H30 to 15H00 weekdays, or on supply of proof of EFT payment made into the following bank account: **FNB Current Account Number 62369194106 Branch Code 270324, Tender Reference number (Project Number and Company Name)**, the document can also be obtained on the Dannhauser municipality's website www.dannhauser.gov.za or on the e-Tender Website at http://www.etenders.gov.za/content/advertised-tenders at no cost.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed with **Project No; and Description;** and be deposited in the Tender Box, Available in the tender security room, DANNHAUSER LOCAL MUNICIPALITY, 08 Church Street, Dannhauser. **The Tenders shall remain valid for a period of 120 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Project number	Description	Availability of Tender document	Non- compulsory Briefing session	Closing Date	Functio nality %	Contact person
BID 07/05/2023	APPOINTMENT OF A SERVICE PROVIDER FOR THE PREPARATION OF THE GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS FOR A PERIOD OF 36 MONTHS	Monday the 08 th of May 2023	N/A	Thursday the 25 th of May 2023 at 12h00	70%	Procurement enquiries: Joe Hlongwane at 034 621 2666 joeh@dannhauser.gov.za Technical enquiries: Sbongile Hlatshwayo at 034 621 2666 sbongileh@dannhauser.gov.za

Tenders will be evaluated in terms of the Supply Chain Management policy of the DANNHAUSER LOCAL MUNICIPALITY aligned to preferential procurement policy framework (PPPFA) (Act 5 of 2000). The Method for evaluation of Consortium and professional service providers is based on functionality (minimum 70%), price and preferential points (80/20 preference). Master Registration Number and tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status must be attached. Service providers must be registered at central supplier database (CSD).

MR. S. CELE MUNICIPAL MANAGER DANNHAUSER LOCAL MUNICIPALITY

[MBD1] PART A INVITATION TO BID

	INVIIA	HON TO BID			
YOU ARE HER	EBY INVITED TO BID FOR F	REQUIREMENTS OF THE	DANNHAUSER	LOCAL MUNICIPAL	TY
BID NUMBER:	BID 07/05/2023	CLOSING DATE:	25 MAY 2023	CLOSING TIME:	12H00
	APPOINTMENT OF A SERVICE	E PROVIDER FOR THE PR	EPARATION OF T	HE GRAP COMPLIAN	Γ ANNUAL
DESCRIPTION	FINANCIAL STATEMENTS FO	OR A PERIOD OF 36 MONTI	HS		
THE SUCCESS	FUL BIDDER WILL BE REQ	UIRED TO FILL IN AND S	SIGN A WRITTEN	CONTRACT FORM	(MBD7).
BID	RESPONSE DOCUMENTS	MAY BE DEPOSITED IN	THE BID BOX SI	TUATED AT <i>THE</i>	
SEC	CURITY ROOM DANNHAUS	ER MUNICPAL BUILDING	SS		
DANNHAUSER	LOCAL MUNICIPALITY				

SECURITY ROOM DA	NNHAUSER MUNICPAL	BUILDINGS					
DANNHAUSER LOCAL MUNICIPA	ALITY						
08 Church Street							
Security Room							
Dannhauser,3080							
SUPPLIER INFORMATION	T						
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS				ı			
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER		<u>, </u>					
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]	☐ Yes ☐ No		SWC	TUS LEVEL	□ Yes		
[A B-BBEE STATUS LEVEL VERIFIC ORDER TO QUALIFY FOR PREFERE			IT (F	OR EMES & G	SEs) MUST	T BE SUBM	IITTED IN
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	□Yes]No	BAS SUI FOI GO /SE /WO	REIGN SED PPLIER R THE ODS RVICES DRKS	□Yes	ANSWER	□No PART
	[IF YES ENCLOSE PR	OOF]		FERED?	B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TO PRI	TAL BID	R		
SIGNATURE OF BIDDER			DA	TE			
CAPACITY UNDER WHICH THIS BID IS SIGNED							

BIDDING PROCEDURE ENQUI	RIES MAY BE DIRECTED TO:	TECHNICAL INFOR	MATION MAY BE DIRECTED
DEPARTMENT	SUPPLY CHAIN	CONTACT PERSON	Sbongile Hlatshwayo
CONTACT PERSON	Joe Hlongwane	TELEPHONE NUMBER	034 621 2666 ext 720
TELEPHONE NUMBER	034 621 2666 ext 740	FACSIMILE NUMBER	034 621 3114
FACSIMILE NUMBER	034 621 3114	E-MAIL ADDRESS	sbongileh@dannhauser.gov.za
E-MAIL ADDRESS	joeh@dannhauser.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

TERRIO AND CONDITIONO FOR DIDDING			
1. BID SUBMISSION:			
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ACCEPTED FOR CONSIDERATION.	ADDRES	S. LATE B	IDS WILL NOT BE
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT	ГТО ВЕ	RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLI PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONI IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.			
2. TAX COMPLIANCE REQUIREMENTS			
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.			
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIF SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PRO			
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PI IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER THE WEBSITE WWW.SARS.GOV.ZA.			
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE	IN PART	B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH	H THE BI	D.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS A SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	RE INVO	DLVED; EA	CH PARTY MUS
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CE A CSD NUMBER MUST BE PROVIDED.	NTRAL S	SUPPLIER I	DATABASE (CSD)
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO	
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?			
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIF COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVE			

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:

REGISTER AS PER 2.3 ABOVE.

T1.2 TENDER DATA

The DANNHAUSER LOCAL MUNICIPALITY's Supply Chain Management Policy and Occupational Health and Safety Act are applicable to this contract. However, in case of any ambiguity, the Dannhauser LOCAL MUNICIPALITY's Supply Chain Management Policy takes precedence.

The Tender Data makes several references to the Dannhauser municipality Supply Chain Management Policy for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and Dannhauser Municipality Supply Chain Management.

Clause No		pp.) Chammanagemenn
F.1.1	The Employer ic: DANNIHALISED LOCAL M	UNICIPALITY, Private Bag x 1011,Dannhauser,3080
	The Employer is. DANNIIAOSER LOCAL IVI	ONICIPALITI, Private Bag x 1011, Dariillauser, 3000
F.1.2	The tender document's contents is as follows:	ows:
	Part T1: Tendering Procedures	
	T1.1 Tender Notice and invitation to tende	r
	T1.2 Tender Data	
	Part T2: Returnable Documents	
	T2.1 List of Returnable documents	
	T2.2 Returnable schedules	
	Part C1: Agreements and Contract Data	
	C1.1 Form of offer and acceptance	
	C1.2 Contract Data	
	Part C2: Scope of work and bill of quantities Pricing data	Part C3:
F.1.4	The Employer's Representative is:	
	Supply Chain Management Unit	Email: joeh@dannhauser.gov.za Tel: 034 621 2666
	End user Department	Email: sbongileh@dannhauser.gov.za Tel: 034 621 2666
	close of tenders will not be regarded as bir	mmunication given by the Employer's representative prior to the ading on the employer. Only information issued formally by the signature of the Accounting Officer or his nominee will be regarded
F.2.1	Eligibility	
	Only those tenderers who satisfy the following	g criteria are eligible to submit tenders:
	·	with all documents and pages, contained herein, that have been ised to sign all documents indicated on the returnable document.
F.2.2	Non compulsory meeting:	
	There will be no Briefing	

F.2.3	No late, faxed, emailed or other form of tender will be accepted. Completed tenders in	Location: Dannhauser
	Black ink in sealed envelopes and clearly marked "APPOINTMENT	Tender Box at the
	OF A SERVICE PROVIDER FOR THE PREPARATION OF THE GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS FOR A PERIOD OF 36 MONTHS" must be placed in Tender Box at Security Office, DANNHAUSER LOCAL MUNICIPALITY	security room 08 Church Street, Dannhauser,3080
F.2.7	08 Church street,Dannhauser,3080	
	Closing date: 02 May 2023	
	Closing Time:12h00	
F.2.14	Failure to complete in all returnable schedules and signing thereof will results an auton	natic disqualification.
F.2.15	The closing time for submission of tender offers and proposals is as mentioned in F.2. the Tender Notice and Invitation to Tender.	7 above and as stated in
F.2.16	All tenders received by the DANNHAUSER LOCAL MUNICIPALITY will remain in the funtil after the stipulated closing date and time.	Municipality's possession
	The Tender offer validity period is 120 Days.	
F2.16.3	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No considered	substitute tenders will be
F2.23	The tenderer is required to submit with his tender: non-Submission of the following doc	cuments will result in
	automatic disqualification:	
	(1) a copy of the Company / CC Registration. In case of Joint Venture – both com	panies / cc to
	submit registration documentation.	
	(2) In case of Joint Venture – the Joint Venture Agreement.	
	(3) proof of professional registration for the company	
F.3.1.1	Questions or queries must be submitted at least five (5) working days before the stip time of the tender. However, Dannhauser Local Municipality shall not be liable nor ass respond to any questions and / or queries raised by the Tenderer.	_
F.3.6	After the opening of the tender proposals, no information relating to the clarific responsiveness, evaluation and comparison of tender proposals and recommendation of the tender shall be disclosed to any other tenderer or persons not concerned with award of the Tender has been announced by the DANNHAUSER LOCAL MUNICIPAL	ns concerning the award n such process until the

Evaluation of Tenders

F.3.11.1 The Tender

The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of DANNHAUSER LOCAL MUNICIPALITY Supply Chain Management Policy which entails the balance between Financial Offer, Quality and preferences on 80-20 points system will be adopted.

EVALUATION CRITERIA (FUNCTIONALITY)

The Municipal SCM Policy & National Treasure Guidelines will be used for evaluation of prospective service providers as per the approved scoring system by the specification committee.

The 80/20 point system shall be used for Evaluation of tender documents in terms of Preferential Procurement Point Framework Act.

Received Responsive bids will be evaluated based on the following criteria:

Stage 1 – Completeness & Functionality

Stage 2 - Price and Specific goals Points

Only bidder scored a minimum of 70 out of 100 points will be considered for price and specific goals.

FUNCTIONALITY POINTS:

1-2 appointments 0 points No appointment letters, service level agreements and a signed audit report with an unqualified audit opinion. No points will be awarded if there are no attachments Cechnical Expertise and Competency			Elimination Factor	Maximun Points
3-4 appointments 1-2 appointments No appointments No appointments No appointment letters, service level agreements and a signed audit report with an unqualified audit opinion. No points will be awarded if there are no attachments Technical Expertise and Competency Team must be led by a qualified Chartered Accountants registered with South African Institute of Chartered Accountants (SAICA) with the necessary experience 5 and more years 3-4 Years 20 points 1-2 Years 10 points No experience Provide CV and qualifications of the team as per FORM Q No points will be awarded if there are no attachments Project work plan with time frames 20 Points Project work plan with no timelines Project work plan with no timelines SAICA Registered – 5 Points 05 points SIRBA Registered – 5 Points 05 points SKILLS TRANSFER METHODOLOGY Bidders are required to demonstrate how they will transfer skills to internal officials during project implementation. The Service Provider must provide a detailed skills transfer programme with clear, realistic deliverables and 10 points Yes	5 Previous completed GRAP compliant AFS and MSCC	DA compliant projects receiving unqualified		
1-2 appointments No appointments Attach appointment letters, service level agreements and a signed audit report with an unqualified audit opinion. No points will be awarded if there are no attachments Technical Expertise and Competency Team must be led by a qualified Chartered Accountants registered with South African Institute of Chartered Accountants (SAICA) with the necessary experience 5 and more years 3 a points 3 - 4 Years 20 points 1-2 Years 10 points No experience 0 points Provide CV and qualifications of the team as per FORM Q No points will be awarded if there are no attachments Project work plan with time frames Project work plan with no timelines Project work plan with no timelines O Points Yes SAICA Registered – 5 Points 05 points The Service Provider must provide a detailed skills transfer programme with clear, realistic deliverables and 10 points Yes	5-6 appointments	30 points		
No appointments No appointments No appointments No appointment s Attach appointment letters, service level agreements and a signed audit report with an unqualified audit opinion. No points will be awarded if there are no attachments Technical Expertise and Competency Team must be led by a qualified Chartered Accountants registered with South African Institute of Chartered Accountants (SAICA) with the necessary experience 5 and more years 30 points 3- 4 Years 20 points 1-2 Years 10 points No experience Provide CV and qualifications of the team as per FORM Q No points will be awarded if there are no attachments Project work plan with time frames 20 Points Project work plan with no timelines Project work plan with no timelines Project work plan with no timelines SAICA Registered – 5 Points 05 points Yes SKILLS TRANSFER METHODOLOGY Bidders are required to demonstrate how they will transfer skills to internal officials during project implementation. The Service Provider must provide a detailed skills transfer programme with clear, realistic deliverables and 10 points Yes	3-4 appointments	20 points	.,	30
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- 1. The minimum qualifying score for functionality is 70%.
- 2. Bidders who scored 70% and more on functionality will qualify for further evaluation.
- 3. Bidders who scored less than 70% will be disqualified.

F 3.15 If the Tender does not comply with the Tender conditions, the Tender will be rejected. If specifications are not met, the Tender will also be rejected. With regards to the above, certain actions or errors are unacceptable, and warrants

REJECTION OF THE TENDER, for example:

- The Master Registration Number and Tax compliance status PIN to enable the municipality to verify the bid tax compliance status must be attached.
- Non submission of company registration certificates.
- Non submission of the proposal in the prescribed format
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to fully complete the schedule of quantities as required.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
- Tempering with the original tender document in any way.
- Not completing the document by black ink.
- Failure to attend compulsory briefing meetings, if any.
- The Tender has not been properly signed by a party having the authority to do so, according to the Form

"Authority for Signatory"

- No authority for signatory submitted.
- Particulars required in respect of the Tender have not been provided non-compliance of Tender requires and/or specifications.
- The Tenderer's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with municipality or any other organ of state after written notice was given to that Tenderer that performance unsatisfactory.
- The declaration of interest form is not fully completed, or any false declaration

2. Size of enterprise and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3.Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications, registration and experience of key staff to be utilised on this contract

4. Good standing with SA Revenue Services

- Determine whether a valid tax clearance certificate or verification pin has been submitted.
- The Tenderer must affix a valid Tax Clearance Certificate or Master Registration Number and tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status must be attached to the designated page of the Tender document.

If the Tender does not meet the requirements contained in the Dannhauser municipality Supply Chain Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

5. Penalties

The DANNHAUSER LOCAL MUNICIPALITY will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the firm, its shareholders and directors on obtaining any business from the DANNHAUSER LOCAL MUNICIPALITY for a period of 5 years.

80 - POINTS (FOR PRICE):

DESCRIPTION	ALLOCATED POINTS
Price Competitiveness	80

20 - POINTS (FOR SPECIFIC GOALS):

20 - POINTS (FOR SPECIFIC GOALS):		
	Number of points claimed (80/20 system)	Means of verification
The specific goals allocated points in terms of this tender	(To be completed by the tenderer)	
2,5 points for 100% black person or people owned enterprise;		Certified Identity Documents of the owners and CSD Report
2,5 points for more than 30% woman or women shareholding or owned enterprise;		Certified Identity Documents of the owners and CSD Report
2,5 points for more than 30% youth shareholding or owned enterprise;		Certified Identity Documents of the owners and CSD Report
2,5 points for more than 30% people living with disability shareholding or owned enterprise.		CSD Report
2,5 points for enterprise regarded as EMEs located within the local area of jurisdiction;		B-BBEE Sworn Affidavit and Municipal rates from your LOCAL MUNICIPALITY or proof of residence if you are in rural area.
5 points for Corporate Social Investment (CSI) or Social Labour Plan proposition;		Corporate Social Investment (CSI) or Social Labour Plan
2,5 points for valid B-BBEE level 1 contribution		B-BBEE Certificate or equivalent

	Regulations of disputes, objections, complaints and queries will be handled in accordance with Supply Chain Management Policy of DANNHAUSER LOCAL MUNICIPALITY. In the event that no correspondence or communication is received from the DANNHAUSER LOCAL MUNICIPALITY within ninety (90) days
	after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.
F.3.16	The number of paper copies of the signed contract to be provided by the Employer is one.
F3.11.9	The quality criteria and maximum score in respect of each of the criteria are as given Municipal Supply Chain
	Management Regulations.
	The number of paper copies of the signed contract to be provided by the employer is one
F.3.11.9	The additional conditions of Tender are:
	1. DANNHAUSER LOCAL MUNICIPALITY may also request that the Tenderer provide written evidence that his
	financial, labour and resources are adequate for carrying out the project.
	2. The DANNHAUSER LOCAL MUNICIPALITY reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.
	The tenderer is to note that the following Additional Relevant Documents attached into Part 5 of this document will form
	part of this contract:
	(i) DANNHAUSER LOCAL MUNICIPALITY Supply Chain Management Policy,
	(ii) DANNHAUSER LOCAL MUNICIPALITY General Conditions of Contract
3.4.1	1. Written acceptance of the appointment letter is required not later than three (3) days from receipt of the of the letter.
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.12.2	The notice of termination shall be seven (7) calendar days.
4.6	The Service Provider shall receive instructions in writing only from the Employer or his designated representative.
5.7	On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 7 Days thereof give notice to the Employer.
8.4.1	The employer may terminate the Contract, over and above what is stipulated in the General Conditions of Contract, if the Service Provider (i.e. Service Provider) does not perform in accordance with the performance agreement that forms part of the appointment
14.2	Service providers will be paid within 30 calendar days from the date of receipt of correct invoice (as per the
	Employer's fee format and signed by the responsible person) by the Employer, submitted to the
	Finance Department of DANNHAUSER LOCAL MUNICIPALITY's Offices, for the attention of the Employer's agent indicated in the appointment letter.

T1.3 GENERAL CONDITIONS OF THE BID PROPOSAL

1. Definitions

In these Conditions of Bid, words and expressions shall have the meanings assigned to them in the various parts of the Bid Documents and in addition, the following words and expressions shall have the meanings assigned to them hereunder:

Words and Expressions	Meaning
"Addendum" and "Addendum to Bid"	any document so entitled and pertaining to the Bid, as may be issued by the Council to prospective Bidders at any time prior to the Closing of Bids
"Authorized"	By or with the prior written instruction, consent or approval of the Council and "unauthorized" means the converse.
"Closing of Bids"	The time and date before which Bids must be received by the Council and after which no further Bids will be accepted by the Council.
"Conforming Bid"	a bid which is strictly in accordance with the Bid Documents in all respects, without variation, addition, omission or qualification whatever.
"Bidder"	Any person, firm, or juristic party which submits a Bid to the Council in response to the Invitation issued or published by the Council inviting the submission of Bids.
"Bid Period"	The period between the issue by the Council, of an invitation to submit Bids for the project or the issue of the Bid Documents, whichever is the earlier, and the Closing of Bids.
brand names, trademarks, names, patent or producer,	Any reference in circumstances to brand names, trademarks, names, patent or producer, implies to be followed by the word " or similar" or " or equivalent".

2. INTERPRETATION

2.1. APPLICATION

These Conditions of Bid govern the submission and adjudication of proposals and the acceptance by the Council of any proposal. They shall not form part of nor be interpreted or construed as forming part of any subsequent Contract as may result from the acceptance by the Council of any Bid received, nor shall these Conditions of Bid have any force or significance in any such subsequent Contract.

2.2. LANGUAGE

These Conditions of Bid shall be interpreted in the English language.

2.3. GOVERNING LAW

All Bids, as well as the adjudication thereof and the acceptance of any bid shall be subject to the law of the Republic of South Africa.

2.4. SINGULAR, PLURAL AND GENDER

In these Conditions of Bid, words importing the singular include the plural and words imparting the masculine include the feminine and neuter and vice versa where the context requires.

2.5. HEADINGS AND SUB-TITLES

The clause headings and sub-titles in these Conditions of Bid shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Conditions of Bid.

2.6. SCHEDULE AND FORMS TO BE COMPLETED BY THE BIDDER

- <u>2.6.1.</u> Bidders must complete the proposal Documents where entries by the Bidder are required, in indelible black ink, and notice must be taken that tip-ex or any other corrective measures may not be used in the document.
 - <u>2.6.2.</u> All alterations must be initialled by the authorised submitter.

2.7. AMENDMENTS TO THE BID DOCUMENTS

2.7.1. AMAMENDMENTS BY THE BIDDER

- 1. Bidders shall not make any unauthorised amendment or addition to any part of the text or content of the proposal Documents. If any such unauthorised amendments, alterations or additions are made by the Bidder, these will be deemed to be of no force or significance in the Bid and will be ignored in the evaluation and adjudication of the Bid.
- <u>.2.</u> Any point of difficulty in the interpretation of the Bid Documents must be clarified with the Council as early as possible during the Bid Period. If a query by any Bidder is found to be of significance, the Council will inform all Bidders accordingly as soon as possible.

2.7.2. AMENDMENTS BY THE EMPLOYER

- <u>2.7.2.1.</u> The Council shall be entitled, at any time prior to the Closing of Bids, to make any variation, amendment or addition to, or omission from the Bid Documents, including to the time and date set for the Closing of Bids, by the issuing of an Addendum (or Addenda).
- <u>2.7.2.2.</u> Any Addendum so issued shall be deemed to form part of the Bid Documents and shall be communicated in writing to all parties who have acquired the Bid Documents from the Council.

Prospective Bidders shall comply in all respects with the content of any such Addendum and failure to do so will render any Bid subsequently submitted, as invalid.

2.7.2.3. No variation by the Council of the Bid Documents will be of any force or effect unless set out in an Addendum as described above, despite the fact that a variation of or amendment to the Bid Documents may have been implied in or may reasonably be inferred from any other document issued or statement made by the Council. The Bidder will also be liable to review the AFS in case where the employees prepare the AFS as this will form part of the skills transfer.

SINGNINGOF BID

The Bid must be signed in the presence of the subscribing witnesses, by the person named in the form entitled "Authority of Signatory" in the section "Forms to be Completed by the Bidder" of the Bid Documents, as duly authorised by the Bidder to do so.

4. CONFIDENTIAL NATURE OF DOCUMENTS

The content of the Bid Documents is private and confidential and copyright in every aspect thereof remains vested in the Council. Recipients of the Bid Documents shall not be entitled to utilise the Bid Documents or any part of the content thereof for any purpose whatsoever, other than for the preparation and submission of their Bid and shall, whether a Bid is submitted or otherwise, treat the details of the documents as private and confidential.

5. COSTS INCURRED BY BIDDERS

The Council will neither be responsible for nor pay for any costs whatever, incurred by any Bidder or any recipient of the Bid Documents in preparing a Bid, nor in providing any such further information pertaining to the Bid as may be required by the Council or in terms of these Conditions of Bid.

6. ACCEPTANCE OF BID

The Council is not bound to accept any Bid or the lowest bid sum offered and reserves the right to award in part or in whole.

7. PERIOD OF VALIDITY OF BIDS

- 7.1. The bids shall remain valid for a period of Four (4) months or 120 days after the Closing date.
- 7.2. Prices must be firm during this period and not linked to any exchange rate whatsoever.

8. REPUDIATION OF BID OR INVALIDATION OF CONTRACT

- 8.1. If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledge of the Bidder:
 - <u>8.1.1.</u> Has offered, promised or given a bribe or other gift or remuneration or reward to any person in connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining a contract; or
 - 8.1.2. Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or
 - <u>8.1.3.</u> Has entered into an agreement or has made an arrangement, whether legally binding or not, with another person, firm or company to:

8.1.3.1. Refrain from bidding for this Contract; or

- 8.1.3.2. as to the amount of the Bid to be submitted by either party;
- 8.1.3.3. Except only where such other person or firm is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council; or
 - <u>8.1.4.</u> Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:
- <u>8.1.4.1.</u> the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or
 - such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;
- 8.1.5. The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.

9. BIDDER'S ADDRESS FOR THE DELIVERY OF NOTICES

Each Bidder shall, indicate a place in the Republic of South Africa and specify it in the "Bidders Particulars" form, where legal process and all notices pertaining to the Bid may be delivered to him. Such address shall not be a postal box, private bag or electronic address, but shall be the address of a physical location within South Africa (e.g. street address, property/stand number or farm name etc.).

10. ADDITIONAL INFORMATION REQUIRED

- 10.1. The Council may request any Bidder to clarify any aspect of its Bid and also reserves the right to instruct a public accountant to report on the financial status of the Bidder, and the Bidder must render all reasonable assistance in such an investigation.
- 10.2. The additional information so obtained, as well as all written information submitted by the Bidder with and in support of its Bid, will be considered to form the basis on which the Bid has been prepared and submitted.

11. TAXES AND LEVIES

The bidder must submit with this bid an original and valid Tax Pin from the South African Revenue Services (SARS).

12. CLEARANCE FROM MUNICIPALITIES

The contractor must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts. Bidders that are based in areas that are non-rated and no municipal services are provided to them are required to provide a letter from the municipality confirming that the area is non-rated.

13. NO ACCEPTANCE OF BIDS FROM PERSONS IN THE SERVICE OF THE STATE

- 13.1. No bids will be considered from persons in the service of the state
- 13.1.1.MSCM Regulations: "in the service of the state" means to be -
- 13.1.1.1.a member of any municipal council;
- 13.1.1.2.a member of any provincial legislature; or
- 13.1.1.3. a member of the national Assembly or the national Council of provinces;
- 13.1.1.4.a member of the board of directors of any municipal entity.
- 13.1.1.5. an official of any municipality or municipal entity;
- 13.1.1.6. 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);
- 13.1.1.7. a member of the accounting authority of any national or provincial public entity; or
- 13.1.1.8. an employee of Parliament or a provincial legislature.

14. SPECIAL CONDITIONS OF THE BID PROPOSAL

14.1. The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.

- 14.2. No proposals by any person that is not competent to enter into an agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.
- 14.3. Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.
- 14.4. Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.
- 14.5. Council reserves the right to accept any cost proposal in a bid submitted or part thereof and will not be obliged to accept the lowest bid price submitted in a bid OR any cost proposal submitted.
 - 14.6. Council reserves the right to alter quantities based on the supplied rates.
- 14.7. All Bids will be adjudicated in terms of the DANNHAUSER LOCAL MUNICIPALITY's SCM Policy and in compliance with the criteria as set out in the Preferential Procurement Framework Act, Act No. 5 of 2000.
- 14.8. The successful bidder(s) must accept to make good or reimburse the Council on all damages or repairs that arise from the actions in executing this bid award.
- 14.9. The successful bidder(s) must accept to remove all equipment, restore the system(s) to the original state(s) at their own costs and and/or reimburse the Council in full in the event of failing to deliver as proposed in this bid.
- 14.10. The successful bidder(s) will at all times report to and obey the instructions of the Council's representative in relation to this bid.
- 14.11. Any variation to the execution in terms of this bid must be by mutual agreement by all parties concerned and served with official notices in writing.

T2.2 RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required (Compulsory to be completed and submitted) for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form A	Compulsory Enterprise Questionnaire
Form B	Record of Addenda to Tender Documents
Form C	Declaration of interest
Form D	Authority for Signatory
Form E	Declaration of past supply chain management practices
Form F	Declaration of good standing regarding tax
Form G	Financial references/ Bidder`s credit rating and bank details
Form H	Declaration of Municipal Account
Form I	Preference Schedule
Form J	Certificate of independent Bid determination
Form K	Proposed Key Personnel (if there's functionality)
Form L	Schedule of Infrastructure of the Firm
Form M	Schedule of Proposed Sub-Consultants
Form N	Schedule of Previous Experience
Form O	Declaration tenderer's litigation history
Form P	Schedule of Current Commitments
Form Q	Tenderer's project structure
Form R	Form of Indemnity

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

NB!!!! In the case of a Joint Venture –	This questionnaire is to	be completed and s	submitted in respect of	of each
partner.				

1. Name					of 				Ent 	erprise:
2. VAT		Regis	stration			ber,		if		any:
	ı have an ofi <u>S</u> or <u>NO</u>	fice w			ER LOCA			ITY area	of juriso	diction?
3.1.	Street			address			of			office:
	Telephone					(not		cell		phone
3.3. :	Fax									No.
	Person		_			on	а	full	time	basis:
	Number							this		office:
4.	Particulars									
Na	me			lde	ntity Nun	nber		Pers	onal Inco	ome Tax Num
5.	Particulars	of co	ompanies a	and clo	se corpoi	rations:				
				Com	npany Reg	gistration	Numb	er:		
				Clos	se Corpor	ation Nu	mber:			

6. Record in the service of the state:

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership of director,
manager, principal stakeholder or stakeholder in a company or close corporation is currently of has been
within the last 12 months in the service of any of the following:

aı	member o	f any municipal council		
а	member o	f any provincial legislature		
а	member o	f the National Assembly or the Nationa	al Council of Province	
а	member o	f the board of Directors of any Municip	al entity	
an	n official of	any municipality or municipal entity		
		e of any provincial department, nation the meaning of the Public Finance		
а	member o	f an accounting authority of any nation	al or provincial public entity	
an	n employee	e of Parliament or a provincial legislatu	ıre	
If any of the	above box	xes are marked, disclose the following	information:	
Name of sole proprietor, par	rtner,	Name of Institution, public office,	Status of service (tick app	propriate column)
director, manager or principal stakeholder or stakeholder		board or organ of state and position held	Current	Within the last 12 months
SIGNED ON BEHAL	I E OE THI	= TENDERER·		

FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIAMS OR JOINT VENTURES

In the case of a Joint Venture - Form "A2" needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a

consortium/joint venture to jointly bid for the project mentioned below: (legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)

	1.	 	
	2.		
_	3.		
_	4.		
_			
	5.		
_			
	6.		
_			
	7.		
-		 	
	8.		
-		 	
Held	at	(place)	
On _		(date)	

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the DANNHAUSEF	R LOCAL
MUNICIPALITY in respect of the following project:	

	Bid / Proiec	t Number:			
	2.0 / 1 10,00				{insert number}
	A. Mr/M	rs/Ms:			
	_				
	in	*his/her		Capacity	as:
				(Position in th	ne Enterprise) and
	who	will	sign	as	follows:
business under th	ne name and	style of:			
obligations of the with the municipa D. Any of the	ility in respec	ct of the project desc es to the Consortium	ng from, and in ribed under ite n/Joint Venture	n any way conne m A above. intending to ten	I liability for the due fulfilment of the cted with, the Contract entered interest with the consortium/joint venture of such intention. Notwithstanding
obligations of the with the municipa D. Any of th agreement, for wisuch decision to	lity in respect ne Enterprise hatever reas terminate, ti	ct of the project desc es to the Consortium on, shall give the De	ng from, and in ribed under ite n/Joint Venture epartment 30 d remain jointly	n any way conne m A above. intending to ter ays written notice and severally lia	cted with, the Contract entered intered intered with, the Consortium/joint venture of such intention. Notwithstanding able to the municipality for the during the such intention.
obligations of the with the municipa D. Any of the agreement, for wisuch decision to fulfilment of the of the Consortium	ne Enterprise hatever reas terminate, the bligations of prise to the control of t	et of the project desc es to the Consortium on, shall give the De he Enterprises shall the Consortium/Joint Consortium/Joint Ver	ng from, and in ribed under item /Joint Venture epartment 30 de remain jointly t Venture as menture shall, with pality, cede any	in any way connern A above. intending to termays written notice and severally liad entioned under it to fits rights or as	minate the consortium/joint venture of such intention. Notwithstanding able to the municipality for the dutem C above. ten consent of the other Enterprise ssign any of its obligations under the
obligations of the with the municipal D. Any of the agreement, for wisuch decision to fulfilment of the output to the Consortium consortium/joint with the consortium consortium of the Enternation of the	e Enterprise hatever reas terminate, the bligations of prise to the conformation of the terminate agreementure agreementure agreementure conform the conformation the conformation of the	es to the Consortium on, shall give the De he Enterprises shall the Consortium/Joint Verure and of the municipement in relation to toose as the domicili	ng from, and in ribed under iten n/Joint Venture epartment 30 d remain jointly t Venture as m nture shall, with pality, cede any the Contract with	in any way connern A above. intending to terrays written notice and severally liatentioned under it to fits rights or as the municipality executandi of the	minate the consortium/joint venture of such intention. Notwithstanding able to the municipality for the dutem C above. ten consent of the other Enterprise ssign any of its obligations under the
obligations of the with the municipal D. Any of the agreement, for wisuch decision to fulfilment of the output to the Consortium consortium/joint view. The Enterpurposes arising	e Enterprise hatever reas terminate, the bligations of prise to the conformation of the terminate agreementure agreementure agreementure conform the conformation the conformation of the	es to the Consortium con, shall give the De he Enterprises shall the Consortium/Joint Verure and of the municipement in relation to the consortium/joint venture as the domicilium/sortium/joint venture	ng from, and in ribed under iten n/Joint Venture epartment 30 d remain jointly t Venture as m nture shall, with pality, cede any the Contract with	in any way connern A above. intending to terrays written notice and severally liatentioned under it to fits rights or as the municipality executandi of the	minate the consortium/joint venture of such intention. Notwithstanding able to the municipality for the duttern C above. Iten consent of the other Enterprise assign any of its obligations under the y referred to herein.

Postal Address:	
	(code)
Telephone number:	(code)
Fax number :	(code)

NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:	
IVOIC.	

^{*} Delete which is not applicable

^{2.} NB. This resolution must be signed by <u>all</u> the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid

^{3.} Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint

Venture must be attached to the Special Resolution.

<u>ATTACH THE FOLLOWING DOCUMENTS HERETO</u>

For Closed Corporations

Certified identity document(s) of the members CK1 or CK2 as applicable (Founding Statement)

2. For Companies

Certified identity document(s) of the directors Registration certificate Audited Shareholders' register

3. For Joint Venture Agreements

Copy of the Joint Venture Agreement in accordance with the Tender Data between all the

parties, as well as the documents in (1) or (2) of each Joint Venture member.

4. For tenderer's shareholders

Affix copies of certified identity documents / certified company/trust registration documents

FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

Date	Title of Details

SIGNED	ON BEHALL	TENDEDED:	
ORBINED	UN DEHALI	LENDERER.	

FORM C: **DECLARATION OF INTEREST**

MBD 4

No bid will be accepted from persons in the service of the state¹.

- Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:
 - the bidder is employed by the State; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2 bid.	In order to give effect to the above, the following questionnaire must be completed and submitted with the
2.1	Full Name of bidder or his or her representative:

2.2	Identity Number:
2.3	Position occupied in the Company (director, trustee, shareholder²):
2.4	Company Registration Number:
2.5	Tax Reference Number:
2.6	VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below

2

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) any municipality or municipal entity;
- d) 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);

- a member of the accounting authority of any national or provincial public entity; or e)
- f) An employee of Parliament or provincial legislature.

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

^{1 &}quot;State" means:

	2.7 Are y	you or any person connected with the bidder presently employed by YES	6 / NO the state?
	2.7.1	If so, furnish the following particulars:	
		Name of person / director / trustee / shareholder/ member:	
Name of star	te institutio	n at which you or the person connected to the bidder is employed:	
		Position occupied in the state institution:	
		Any other particulars:	
	2.7.2	If you are presently employed by the state, did you obtain	
		/ NO authority to undertake remunerative work outside employment in th	
	2.7.2.1	If yes, did you attach proof of such authority to the bid document?	YES / NO
(Note: Failur		t proof of such authority, where applicable, may result in the cation of the bid.)	
	2.7.2.2	If no, furnish reasons for non-submission of such proof:	
		ou or your spouse, or any of the company's directors / trustees / YES / N or their spouses conduct business with the state in the previous twelve	
	2.8.1	If so, furnish particulars:	
_			

	n connected with the bidder, have any relationship e and who may be involved with the evaluation and	
2.9.1 If so, furnish particular	rs:	
2.10 Are you, or any perso	n connected with the bidder, aware of any relations	— ship YES / NO (family, friend,
	der and any person employed by the state who ma	
2.10.1 If so, furnish particular	rs:	
		<u> </u>
	directors / trustees / shareholders / members of the es whether or not they are bidding for this contract	
2.11.1 If so, furnish particular	rs:	

4.	Full details	of	directors /	trustees /	/ members /	shareholders.
----	---------------------	----	-------------	------------	-------------	---------------

Full Name	Identity Number	Personal Tax Reference Number
5. DECLARATION		
I, the undersigned (name)		
certify that the information furnished in paragraphs 2 and 3 a	above is correct.	
I accept that the state may reject the bid or act against me contract should this declaration prove to be false.	in terms of paragraph 2	23 of the general conditions of
Signature	Date	
Position	Name o	of bidder

FORM D

AUTHORITY OF SIGNATORY

Details of person responsible for tender process and duly authorized to sign all documents in connection with this Tender: Name: Contact number: Office Address: Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated original or certified copy on the Company Letterhead of the relevant resolution of their members or their board of directors, as the case may be. A one- man business (Sole trader/owner) shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents) PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS: "By resolution of the board of directors passed on (date) Mr / Ms has been duly authorized to sign all documents in connection with the Tender for: DANNHAUSER **LOCAL MUNICIPALITY 23/04/01:** APPOINTMENT OF A SERVICE PROVIDER FOR THE PREPARATION OF THE GRAP COMPLIANT ANNUAL

FINANCIAL STATEMENTS FOR A PERIOD OF 36 MONTHS and any Contract which may arise there from

on behalf of

(BLOCK CAPTIALS)

Pro-Forma

SIGNED ON BEHALF OF THE	COMPANY	
IN HIS CAPACITY AS		
DATE		
NAMES OF SIGNATORY		
AS WITNESSES: 1		
2		
PRO-FORMA FOR JOINT VENT	URES:	
Certifi	cate of Authority for Joint Ventures	
We, the undersigned, are submitting this to		
capacity of lead partner, to sign all docum from it on our behalf.		-
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner:		Signature:
Responsible Personnel:		
		Designation:
Responsible Personnel:		Signature:
		Designation:
Responsible Personnel:		Signature:
		Designation:

	Signature:
Responsible Personnel:	Designation:
	Signature:
Responsible Personnel:	Designation:

ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD.

FORM E: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have
 - a. Abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. Failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

CERTIFICATION

I, NAME)	THE	UNDERSIGNED	(FULL
CERTIFY THA		ON FURNISHED ON THIS DECLA	RATION FORM IS
	*	CANCELLATION OF A CONTRACT S DECLARATION PROVE TO BE F	•
Signature			 Date
Position			 Name of Bidder

FORM F DECLARATION OF GOOD STANDING REGARDING TAX

The original Tax Pin must be submitted together with the bid. Failure to submit the Tax Pin will result in the invalidation of the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

MBD 2 Tax Pin Requirements

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

- 1. In order to meet this requirement bidder is 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 Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2. SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
- 3. The original Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
- 4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

5.

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER

DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE

SCHEDULE – FORM F:

Proof of Registration with Central Supplier Database	е	(CS	D)
SARS TAX PIN			

FORM G:	FINANCIAL REFERENCES

DETAILS OF BIDDERS BANKING INFORMATION

Notes to Bidder:

- The bidder shall attach to this form a letter from the bank confirming the bank account and details.
 Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
- 2. The bidder's banking details as they appear below shall be completed.
- 3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:		
ACCOUNT NAME: (e.g. ABC Civil Construction cc)		
ACCOUNT TYPE: (e.g. Savings, Cheque etc)		
ACCOUNT NO:		
ADDRESS OF BANK:		
CONTACT PERSON:		
TEL. NO. OF BANK / CONTACT:		
How long has this account been in		 (Tick which is
existence:	0-6 months	appropriate)
	7-12 months	
	13-24 months	
	More than 24 months	
Name of Tenderer:		
Signature:	Date:	
Full name of signatory:		

ATTACH A COPY OF A LETTER FROM BANK NOT OLDER THAN THREE (3) MONTHS TO THIS PAGE

FORM H:	MUNICIPAL UTILITY A	CCOUNT
ECLARATION BY THE TEND	FRER	
LOLARATION BY THE TEND	LINEIN	
e undersigned y		, has been
horized to sign all documents wit	h the Tender for Contract Num	beron behalf
	he	reby make a declaration as
llows: (referred to herein as "the Bidd		·
I declare that the bidder and / inicipality, or any other municipali spect of any municipal rates and t		amount which is in arrears in
·	rights of the municipality (inclu	on is proved to be false, the bid ding but not limited to the right to
SIGNED ON BEHAI	_F OF THE COMPANY	
IN HIS CAPACITY	AS	
DATE		
FULL NAMES OF S	BIGNATORY	
UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

ATTACH AN ORIGINAL OR COPY OF MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.
- Attach Municipal Utility account of the director(s) (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company or Lessor)
- Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company or Lessor)
- In the event payment of Municipal services is incorporated into the lease agreement, the bidder is required to attach the municipal account in the name of the Lessor.
- Bidders that are based in areas that are non-rated, a letter from the municipality to confirming that must be attached.

FORM I:

PREFERENCE SCHEDULE

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. **DEFINITIONS**

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps=80(1-Pt\underline{\hspace{1cm}}_{Pmin}-Pmin) \text{ or } Ps=90(1-Pt\underline{\hspace{1cm}}_{Pmin}-Pmin)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

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

 $Ps=80(1+Pt__--Pmax) ext{ or } Ps=90(1+Pt__--Pmax)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration Pmax =

Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

preserving point dystermy		
	Number of points claimed (80/20 system) (To be completed by	Means of verification
The specific goals allocated points in terms of this tender	the tenderer)	
2,5 points for 100% black person or people owned enterprise;		Certified Identity Documents of the owners and CSD Report
2,5 points for more than 30% woman or women shareholding or owned enterprise;		Certified Identity Documents of the owners and CSD Report
2,5 points for more than 30% youth shareholding or owned enterprise;		Certified Identity Documents of the owners and CSD Report
2,5 points for more than 30% people living with disability shareholding or owned enterprise.		CSD Report

2,5 points for enterprise regarded as EMEs located within the local area of jurisdiction;	B-BBEE Sowrn Affidavit and Your Municipal rates account or proof of residence if you are from rural area
5 points for Corporate Social Investment (CSI) or Social Labour Plan proposition;	Corporate Social Investment (CSI) or Social Labour Plan
2,5 points for valid B-BBEE level 1 contribution	B-BBEE Certificate or equivalent

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 compa	Name any/firm		of
4.4	Company	registration	number:
4.5	TYPE OF COMPANY/ FIRM		
	Partnership/Joint Venture / Conso	ortium	
	One-person business/sole proprie	ety	
	Close corporation		
	Public Company		
	Personal Liability Company		
	(Pty) Limited		
	Non-Profit Company		
	State Owned Company		
[TICK	APPLICABLE BOX]		

- 4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) lorward trie	matter for criminal prosecution, if deemed necessary.	
SIGNATURE(S) OF TENDERER(S)		
SURNAME AND NAME:		
DATE:		
ADDRESS:		

FORM J: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent ACCESS of the supply chain management system and authorizes accounting officers and accounting authorities to:
- a. disregard the bid of any bidder if that bidder, or any of its directors have ACCESSED the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

	(Bid Number and Description
response to the invitation for the bi	d made by:

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

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

1	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 consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

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

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

Signature		Date
	Name of Bidder	

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

FORM K PROPOSED KEY PERSONNEL

Please attach CVs of the proposed key personnel.

1.Position	
Name	
Years of experience	
Formal qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by tenderer (y/n)?	
Signature	
2.Position	
Name	
Years of experience	
Formal qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by tenderer (y/n)?	
Signature	
3.Position	
Name	
Years of experience	
Formal qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by tenderer (y/n)?	
Signature	

NB: Bidder can make a copy of this page if information does not fit on one page to

THE

TENDERER:

OF

BEHALF

cover the tender's project structure as per FORM Q

SIGNED

ON

FORM L SCHEDULE OF INFRASTRUCTURE OF FIRM

Description (No brand names - describe equipment)	Availability for the project (Yes/No)	Ownership (Fully owned/ Instalment purchase/ Leased/ Hired

SIGNE	ED ON BEHALF	FOF THE TENDERE	₹:
-------	--------------	-----------------	----

FORM M: SCHEDULE OF PROPOSED SUBCONTRACTORS/SUPPLIERS/CONSULTANTS

Appointment of the proposed sub-supplier is subject to approval by DANNHAUSER LOCAL MUNICIPALITY (DANNHAUSER LOCAL MUNICIPALITY) in accordance with DANNHAUSER LOCAL MUNICIPALITY Supply Chain Management Policy.

NAME OF SUB-CO	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONSULTANT/SUPPLIER

SIGNED ON BEHALF OF THE TENDERER:	
-----------------------------------	--

FORM N

SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

	Value (R) VAT	Year(s)	Refe ence			Refe 'ence		
Description VAI excluded	work executed	Name	Organisation	Tel no	FAX No.			

NB: Bidder can make a copy of this page if information does not fit on one page	
SIGNED ON BEHALF OF THE TENDERER:	

FORM O DECLARATION OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, and the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

SIGNED ON BEHALF OF THE TENDERER	
----------------------------------	--

FORM P SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- 1. The tenderer shall list below all projects with which the proposed key personnel (i.e. professionally registered) are currently involved.
- 2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.

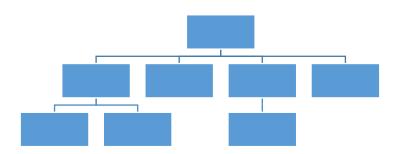
PROJECT	CLIENT	START DATE (M/Y)	DURATION (MONTHS)	VALUE OF SERVICE

NB: Bidder can make a copy of this page if information does not fit on one page				
SIGNED ON BEHALF OF THE TENDERER:				

FORM Q TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

- 1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
- 2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
- 3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
- 4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
- 5. Registered professional engineers, technicians or technologists means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.



Head Office:	
Other Offices:(Number)	
Registered office address:	
Total Employees:	

SIGNED ON BEHALF OF THE TENDERER:

	FORI	M R	FORM OF INDEM	VITY
	INDEMNITY			
	Given by (Name of Company)			
	of (registered address of Company)			
	a company incorporated with limited lia Africa	bility according to	o the Company Laws of the	Republic of South
	(hereinafter called the Contractor), re	presented herein	by (Name of Representation	/e)
	in his ca	apacity as (Desig	nation)	
0	f the Contractor, is duly authorized here	to by a resolution	n date	/20
	to sign on behalf of the Contractor.			
V	HEREAS the Contractor has entered in DANNHAUSER LOCAL MUNICIPALIT			•
NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and harmless the DANNHAUSER LOCAL MUNICIPALITY in respect of all loss or damage that may incurred or sustained by the DANNHAUSER LOCAL MUNICIPALITY by reason of or in any arising out of or caused by operations that may be carried out by the Contractor in connection the aforementioned contract; and also in respect of all claims that may be made against the ein consequence of such operations, by reason of or in any way arising out of any accident damage to life or property or any other cause whatsoever; and also in respect of all legal or despenses that may be incurred by the entity in examining, resisting or settling any such claims the due performance of which the Contractor binds itself according to law.				
	SIGNATURE OF CONTRACTOR:			
	DATE:			
	SIGNATURE OF WITNESS 1:			
	DATE:			

SIGNATURE OF WITNESS 2:	
DATE:	

AGREEMENT AND CONTRACT DATA

C1.1 Form of offer and acceptance

C1.2 Contract Data

C1. FORM OF OFFER AND ACCEPTANCE

PART 1: FORM OF OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: APPOINTMENT OF A SERVICE PROVIDER FOR THE PREPARATION OF THE GRAP COMPLIANT ANNUAL FINANCIAL STATEMENTS FOR A PERIOD OF 36 MONTHS.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED	TOTAL AMOUNT INCLUSIVE OF VA	LUE ADDED TAX IS	
	Rand (in w		
Acceptance and	be accepted by the Employer by signing the copy of this document the Tender Data, whereupon the Ter	to the Tenderer before the end of t	he period of
Provider in the C	Conditions of Contract identified in the	Contract Data.	
Signature:		Date:	
Name:			
Capacity:			
For	the		Tenderer:

	(Tend	erer's address)
Name & Signature of Witness		Date
PART 2: ACCEPTA	NCE (To be completed by th	e Employer)
Tenderer's Offer. In accordance with the Tenderer's Offer sha	n consideration thereof, the, Conditions of Contract all form an agreement, betw	Acceptance, the Employer identified below accepts the Employer shall pay the Provider the amount due in identified in the Contract Data. Acceptance of the yeen the Employer and the Tenderer upon the terms and the, Contract that is the subject of this Agreement.
The terms of the con	ntract, are contained in	
Part C1	Agreements and Cont	ract Data, (which includes this Agreement)
Part C2	Scope of work and Bil	of quantities
Part C3	Pricing data	
and drawings and do 6 above.	ocuments or parts thereof,	which may be incorporated by reference into Parts 1 to
listed in the Tender S and the Employer of Deviations attached	Schedules as well as any c during this process of off to and forming part of this dunless contained in this	nents listed in the Tender Data and any addenda thereto hanges to the terms of the Offer agreed by the Tendere er and acceptance, are contained in the Schedule o Agreement. No amendments to or deviations from said schedule, which must be duly signed by the authorised
Schedule of Deviation Data) to arrange the to be provided in terridate this Agreement	ons (if any), contact the En delivery of any bonds, gua ms of the, Conditions of Co	iving a completed copy of this agreement, including the aployer's agent (whose details are given in the Contract rantees, proof of insurance and any other documentation intract identified in the Contract Data at, or just after, the to fulfil any of these obligations in accordance with those tement.
Tenderer receives of Deviations (if any). notifies the Employe	one fully completed origing Unless the Tenderer (now	is Agreement comes into effect on the date when the hal copy of this document, including the Schedule of Provider) within five days of the date of such receip why he cannot accept the contents of this Agreement act between the parties.
Signature:		Date:
Name:		
Capacity		
For the		

Employer

	(Name and address of organisation)			
Name &				
Signature of				
Witness	Date			

PART C2. SCOPE OF WORK AND BILLS OF QUANTITY

C2.1. SCOPE OF WORK

a) Preparation of GRAP compliant Annual Financial Statements

Provide the GRAP Compliant AFS by:

- Preparation of credible Annual Financial Statements(AFS) that are free from material misstatements
- Reviewing and assisting in resolving all the prior period audit issues raised by Auditor General
- Performing all prior year adjustments in order to have accurate opening balances in terms of GRAP 3
- Assisting in the year-end closure to ensure conclusion of all financial transactions and processes
- Prepare various reconciliations and recommend adjustments including but not limited to Creditors, Receivables, grants received, creditors accruals, property rates, revenue from services delivered, licencing and VAT.
- Ensure that General Ledger, Trial Balance reconcile with the Subsystem or Sub-Ledger
- Perform reconciliation between the SAGE VIP PAYROLL and MSCOA Trial Balance
- Review the Investment register
- Review the lease register
- Reviewing all other year-end reconciliations and make corrections if not accurately prepared and prepare year end reconciliation that are not place
- Review, investigate and clear all reconciling items included in the bank reconciliation.
- Ensure proper and completeness of all Disclosures in terms of GRAP and MFMA
- Ensure proper disclosure of Agency Fees and reconciliation
- Performing provision for debt impairment calculations in line with GRAP provisions and aligns to council policy.
- Application of IGRAP 1 (Traffic Fines)
- O Landfill site assessment and rehabilitation
- Provide Actuarial Valuations of the Long Service Bonus Awards and Post Employment Medical Subsidies
- Performing year end journals.

- Compilation of GRAP compliant Annual Financial Statement by using CaseWare application (or equivalent system) for the year ending 30 June 2023 in terms of GRAP and other applicable standards
- Mapping from Munsoft to Caseware application (or equivalent system)
- Compilation of GRAP compliant Annual Financial Statement by using CaseWare application (or equivalent system) for the year ending 30 June 2023
- Assist the municipality with resolving the material misstatements on the prior year's audit and processing adjustment where necessary / as agreed upon with the AG to correct the previous year's financial statement as raised in the relevant Audit Reports.
- Prepare and submit the draft AFS for review to Internal Audit and Audit Committee on or before the 05th August 2023
- Submit all AFS adjustments at the end of the audit.
- Preparation of the Audit file in line with the applicable legislation.
- Adhere to all required legislation.
- Proper transfer skills plan to the finance staff
- Assist with the Audit queries
- The service provider to ensure availability of competent resources (on sight) that was involved in the preparation of AFS throughout the Audit process

C4 Bill of Quantities / Schedule of Activities

Preparation of AFS services are generally based on hourly rates and project budgets can only be drawn up once the appointed service provider has been able to assess the likely extent of work that needs to be performed. The guide on hourly fee rates for consultants, was issued by the department of Public Service and Administration, as a cost containment measure. These have been considered to comply with Local Government: Municipal Finance Management Act, 2003 Municipal Cost Containment Regulations, 2019, which states that;

- (2) An accounting officer must adopt a fair and reasonable remuneration framework for consultants considering the rates
 - (a) Determined in the "Guideline on fees for audits undertaken on behalf of the Auditor General of South Africa ", issued by the South African Institute of Chartered Accountants.
 - (b) Set out in the "Guide on Hourly Fee Rates for Consultants", issued by the Department of Public Service and Administration; or
 - (c) As prescribed by the body regulating the profession of the consultant.

After having considered the AGSA rate and the DPSA rates stated above, as DANNHAUSER LOCAL MUNICIPALITY (DANNHAUSER LOCAL MUNICIPALITY) in the Local sphere of Government and to comply with the cost containment measures issued by National Treasury, below is the maximum rates that we are offering. The DANNHAUSER LOCAL MUNICIPALITY rates are derived from the Average of the AGSA and DPSA rates less 10%. Should the calculated DANNHAUSER LOCAL MUNICIPALITY rates be above AGSA and DBSA rates we will limit the rates to the lowest

reasonable rate. DANNHAUSER LOCAL MUNICIPALITY rates will be adjusted annually based on the CPI headline year-on-year rates.

Item	Hourly Rate AGSA	DPSA Rates	DANNHAUSER LOCAL MUNICIPALITY Rates
Partner	3 201	3 264	2 909
Associate Director	3 104	2 838	2 674
Other Specialist – Engineers, Quantity Surveyors, water experts and ICT Specialists	3 104	2 220	2 396
Specialist - Forensic Polygraph Examiners Handwriting specialists Forensic Computer Analysts	2 240	2 220	2 007
Senior Manager	2 347	1 518	1 739 (Limited to 1 518)
Manager	2 347	1 262	1 624 (Limited to 1 262)
Assistant Manager / Supervisor	1 144	1 518	1 198
Senior Auditor	636	1079	772
Trainee Auditor	431	540	437
Subsistence Allowance (In terms of DANNHAUSER LOCAL MUNICIPALITY policy on Subsistence & Travel Allowances)			
Travel Allowance (In terms of DANNHAUSER LOCAL MUNIC Travel Allowances)	IPALIIY policy on S	Subsistence &	

The Bidder should provide a detailed estimate on the hours and number of resources per the rate quoted. This should be an all-inclusive time and resources it will take to execute this kind of appointment on an annual basis. The actual hours will be agreed with the Bidder upon appointment based on the hourly rates per resource as budgeted by the municipality.

DETAILS OF PERSON THAT HAS ACCEPTED THE PRICING PROPOSAL:

Accommodation expenses (In terms of DANNHAUSER LOCAL MUNICIPALITY policy)

NAME	RELATIONSHIP TO TENDERING COMPANY	
SIGNATURE	CONTACT DETAILS	

C.5 PRICING DATA

C.5.1 PRICING INSTRUCTIONS

- 1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
- 2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
- 3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
- 4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
- 5. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
- 6. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of wok covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
- 7. The Service Provider is to allocate a budget to each activity in the activity schedule.
- 8. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
- 9. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
- 10. The budget allocated to each activity and the total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
- 11. The Standard Professional Services, the Contract Data, the Specifications (including the Project Specifications) shall be read in conjunction with the Schedule of Activities.
- 12. The Schedule of Activities comprises items covering the Service Provider's profit and costs of general liabilities and includes costs of all services.