

MUNISIPALITEIT
VAN
PRINS ALBERT



MUNICIPALITY
OF
PRINCE ALBERT

PROCUREMENT DOCUMENT

TENDER 200 / 2023

**PROVISION OF INTERNAL AUDIT SERVICES FOR A CONTRACT PERIOD OF
THREE (3) YEARS.**

CLOSING DATE	19 DECEMBER 2023	CLOSING TIME	13h30
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NAME OF BIDDER:										
ADDRESS OF BIDDER										
CSD SUPPLIER NUMBER:	M	A	A	A						
TENDERED AMOUNT (INCLUSIVE OF VAT)	See pages 74-80									
B-BEE STATUS LEVEL OF CONTRIBUTION										
LOCALITY (Municipal Area / Province where the business is located)										
LOCALITY POINTS CLAIMED										
SIGNATURE OF PRINCE ALBERT MUNICIPALITY OFFICIALS AT TENDER OPENING	1.									
	2.									

**Take note: B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL
BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES.**

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PRINCE ALBERT MUNICIPALITY

Tender Notice

TENDER NUMBER: 200/2023
TENDER DESCRIPTION: PROVISION OF INTERNAL AUDIT SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS.
CLOSING DATE & TIME: 19 DECEMBER 2023 @ 13h30

Prince Albert Municipality hereby invites formal written quotations for the **PROVISION OF INTERNAL AUDIT SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS**. Tender documents are available at no charge from the Prince Albert Municipality Website at www.pamun.gov.za (Website navigation is as follow: Procurement, Tenders available). **Tender documents will be available from 22 November 2023 at 14h00.**

Alternatively, a hard copy set of tender documents can be obtained from Ms. Christa Baadjies (Finance Division, Thusong Centre, Prince Albert, 6930) during office hours (Monday-Thursday, 07h30 to 16h00) and Friday (07h30 to 15h30) at a non-refundable cost of R 150.00 (VAT Included), payable in cash at the cashiers at the Prince Albert Municipality's Finance Division or via EFT deposit in favour of the Prince Albert Municipality, ABSA Bank, Branch code 632005, and Account number 2640-5600-64. Reference to be used: T200/2023 and company name.

Bids must remain valid for a period of ninety (90) days after the closing date of the bid. Enquiries can be directed as follow:

TYPE OF ENQUIRY	CONTACT PERSON	CONTACT NUMBER	EMAIL ADDRESS
Bidding procedures and tender documents	Ms. Margaret Januarie	023 541 1748	scm@pamun.gov.za
Technical / Specification related enquiries	Mr. P.W. Erasmus	023 541 1748	pw@pamun.gov.za

Bids must be submitted in sealed envelopes, clearly marked with the tender number and tender description. Bidders that fail to adhere to this requirement, will be disqualified at the bid opening. Late or unmarked bids will not be considered. **Telegraphic, telephonic, telex, facsimile, e-mail and late bids will not be accepted.**

Bids must be deposited in the tender box at the Finance Division (Thusong Centre, Adderley Street, Prince Albert, 6930). The tender box will be open as follow:

Monday to Thursday: 07h30 to 16h00
Fridays: 07h30 to 15h30.

Bids will be opened in public immediately after the closing date at the Finance Division Boardroom (Finance Building, Thusong Centre).

This bid is subject to functionality scoring. Bidders must obtain the minimum functionality scoring as indicated in the tender document in order for the bid to be marked responsive. Bids that do not meet the minimum functionality scoring, will be regarded as non-responsive, and not be evaluated on price and preference points.

Bids will be evaluated according to the 80/20 preference points system. The bids are subject to the Council's Supply Chain Management Policy, the Municipal Preferential Procurement Policy, and the Preferential Procurement Regulations, 2022 (Government Gazette 47452, dated 04/11/2022). The General Conditions of Contract is also applicable. **Tenderers must be registered on the Central Supplier Database (CSD) if they wish to conduct business with the municipality.**

The preferential points system applied (80/20) in terms of the Preferential Procurement Policy are as follow:

PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
LOCALITY	10
TOTAL POINTS	100

The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS.

A.I. HENDRICKS

Municipal Manager

18 November 2023

TENDER CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority to Sign a Bid – is the form duly completed and is a certified copy of the resolution attached?	YES		NO	
MBD 2 (Tax Clearance) – is an ORIGINAL and VALID Tax Status Pin attached?	YES		NO	
Functionality scoring – Is the form duly completed and signed? Supporting schedules, documents, proof of experience and other information required (if functionality is applicable).	YES		NO	
Specifications – Is the form duly completed?	YES		NO	
MBD 3.1 (Pricing schedule) – Is the form duly completed and signed?	YES		NO	
MBD 4 (Declaration of Interest) – Is the form duly completed and signed?	YES		NO	
MBD 5 (Declaration for Procurement above R 10 million) – Is the form duly completed and signed?	YES		NO	
MBD 6.1 (Preference Points claim for purchases/services) – Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	YES		NO	
MBD 6.2 (Declaration for Local Production and Content) – Is the form duly completed and signed? Are the relevant annexures (C, D & E) completed and submitted with this bid?	YES		NO	
MBD 7.1 (Contract form – Purchase of Goods / Works) – Is the form duly completed and signed?	YES		NO	
MBD 7.2 (Contract form – Rendering of services) – Is the form duly completed and signed?	YES		NO	
MBD 7.3 (Contract form – Sale of Goods / Works) – Is the form duly completed and signed?	YES		NO	
MBD 8 (Declaration of Past Supply Chain Practices) – Is the form duly completed and signed?	YES		NO	
MBD 9 (Certificate of Independent Bid Determination) – Is the form duly completed and signed?	YES		NO	
MBD 15 (Certificate of Payment of Municipal Accounts) – Is the form duly completed and signed? Are the Identity numbers and certified copies, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	YES		NO	
Attached Central Supplier Database (CSD) Report ?	YES		NO	

CERTIFICATION

I, the undersigned (full name.....), certify that the information furnished on this checklist is true and correct.

Signed:

Date:

Name:

Position:

Tenderer:



MBD 1 - INVITATION TO BID DETAILS OF TENDERER									
NAME OF BIDDER:									
TRADING AS: (if different from above):									
STREET ADDRESS:									
		City / Town				Code			
POSTAL ADDRESS:									
		City / Town				Code			
CONTACT PERSON:									
ENTERPRISE REGISTRATION NUMBER					CIDB CRS NUMBER:				
TCS PIN:					FACSIMILE NUMBER:				
EMAIL ADDRESS:									
TELEPHONE NUMBER:					CELLPHONE NUMBER:				
HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?							YES	NO	
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED (MBD 6.1)?							YES	NO	
HAS THE DELCARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED?							YES	NO	
DECLARATION									
<p>I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Prince Albert Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.</p>									
NAME (PRINT):					SIGNATURE:				



CAPACITY:		DATE:	
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TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

- (i) Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- (ii) All bids must be submitted on the official forms provided—(not to be re-typed) or online
- (iii) This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the Prince Albert Municipal Supply Chain Management Policy, the Preferential Procurement Policy, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

- (i) Bidders must ensure compliance with their tax obligations.
- (ii) Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.
- (iii) Application for the tax compliance status (TCS) certificate or pin may also be made via E-filing. In order to use this provision, taxpayers will need to register with SARS, as E-filers through the website (www.sars.gov.za).
- (iv) Foreign suppliers must complete the pre-award questionnaire in part B:3.
- (v) Bidders may also submit a printed TCS certificate together with the bid.
- (vi) In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / Pin / CSD number.
- (vii) Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

(i) Is the entity a resident of the Republic of South Africa (RSA)?	YES		NO	
(ii) Does the entity have a branch in the RSA?	YES		NO	
(iii) Does the entity have a permanent establishment in the RSA?	YES		NO	
(iv) Does the entity have any source of income in the RSA?	YES		NO	
(v) Is the entity liable in the RSA for any form of taxation?	YES		NO	

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 Bid is signed:

MUNISIPALITEIT
VAN
PRINS ALBERT



MUNICIPALITY
OF
PRINCE ALBERT

Date:

PART A - ADMINISTRATIVE
REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT
POLICY



AUTHORITY TO SIGN A BID

1.1 SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

2.1.1) I, _____, the undersigned,
hereby confirm that I am the sole owner of the business trading as
_____ **OR**

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

SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

1.2 COMPANIES AND CLOSE CORPORATIONS

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

2.2.2) In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid.**

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorized Signatory			
Capacity			
Specimen Signature			
FULL NAME AND SURNAME OF ALL DIRECTOR(S) / MEMBER(S)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

1.3 PARTNERSHIPS

We, the undersigned partners in the business trading as _____, Hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER		SIGNATURE	
SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 1	

1.4 CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____

(Name of entity) to act as lead consortium partner and further authorize Mr./Ms.

_____ to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

FULL NAME OF CONSORTIUM MEMBER	ROLE OF CONSORTIUM MEMBER	% PARTICIPATION	SIGNATURE
SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	



CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

THIS RETURNABLE SCHEDULE IS TO BE COMPLETED BY JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____, authorized signatory of the Company/Close Corporation/Partnership (name), _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(a) NAME OF FIRM (LEAD PARTNER)			
ADDRESS			
SIGNATURE			
TEL.NO		DESIGNATION	

(b) NAME OF FIRM			
ADDRESS			
SIGNATURE			
TEL.NO		DESIGNATION	

(c) NAME OF FIRM			
ADDRESS			
SIGNATURE			
TEL.NO		DESIGNATION	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

“Closing time”	means the date and hour specified in the bidding documents for the receipt of bids.
“Contract”	means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
“Contract price”	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
“Corrupt practice”	means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
“Country of origin”	means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
“Day”	means calendar day.
“Delivery”	means delivery in compliance of the conditions of the contract or order.
“Delivery ex stock”	means immediate delivery directly from stock actually on hand
“Delivery into consignees store or to his site”	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
"Dumping"	occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
”Force majeure”	means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

“Fraudulent practice”	means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
“GCC”	means the General Conditions of Contract.
“Goods”	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
“Imported content”	means that portion of the bidding price represented by the cost of components, parts or direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
“Local content”	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
“Manufacture”	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
“Order”	means an official written order issued for the supply of goods or works or the rendering of a service.
“Project site”	where applicable, means the place indicated in bidding documents.
“Purchaser”	means the organization purchasing the goods.
“Republic”	means the Republic of South Africa.
“SCC”	means the Special Conditions of Contract.
“Services”	means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
“Supplier”	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
“Tort”	means in breach of contract.
“Turnkey”	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract
“Written” or “in writing”	means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

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

3. GENERAL

- 3.1) Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2) Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

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

- 5.4) The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1) The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2) When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1) All pre-bidding testing will be for the account of the bidder.
- 8.2) If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to

inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

- 8.3) If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4) If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5) Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6) Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7) Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8) The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

- 9.1) The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL

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

13.1.1) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2) furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2) Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not

exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

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

14.1.1) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2) in the event of termination of production of the spare parts:

14.1.2.1) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

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

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

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

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

15.5) If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be

necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

- 16.1) The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2) The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3) Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.
- 16.4) Payment will be made in Rand unless otherwise stipulated.

17. PRICES

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

18. VARIATION ORDERS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1) Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2) If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3) The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4) Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5) Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

- 23.1) The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2) if the Supplier fails to perform any other obligation(s) under the contract;
or
 - 23.1.3) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2) In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3) Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4) If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5) Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6) If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1) the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2) the date of commencement of the restriction

- 23.6.3) the period of restriction; and
- 23.6.4) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

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

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

- 27.1) If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2) If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3) Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4) Notwithstanding any reference to mediation and/or court proceedings herein,
27.4.1) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
27.4.2) the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

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

28.1.1) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

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

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

32. TAXES AND DUTIES

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

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

- 32.3) No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4) No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

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

(a) PROHIBITION OF RESTRICTIVE PRACTICES

- 35.1) In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2) If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3) If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the tender number and tender description clearly endorsed on the envelope, must be deposited in the tender box at the offices of the Prince Albert Municipality (Financial Services Division), Thusong Service Centre, Adderley Street, Prince Albert, 6930

2. **PLEASE NOTE:**
 - 2.1) Tenders that are deposited in the incorrect box will not be considered.
 - 2.2) Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3) **Documents may only be completed in non-erasable ink and handwritten. Re-typed documents will be marked as non-responsive.**
 - 2.4) The use of correction fluid/tape is not allowed.
 - 2.4.1) In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2) Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5) All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6) All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**

3. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.

4. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will not be considered.

5. Tenders shall be opened in public at the Financial Services Boardroom immediately after the closing time for the receipt of tenders. Tenderers are encouraged to attend these openings.

6. **EVALUATION OF BID**
 - 6.1) This bid will be evaluated and adjudicated according to the following criteria:
 - 6.1.1) Adherence to the relevant specifications

- 6.1.2) Value for money
- 6.1.3) Capability to execute the contract
- 6.1.4) PPPFA & associated regulations

7. **SERVICE LEVEL AGREEMENT**

The award of the tender might be subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Prince Albert Municipality. Further details will be explained in the tender specifications.

8. **CENTRALISED SUPPLIER DATABASE**

- 9.1) No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).
- 9.2) The CSD supplier number starting with (MAAA) number is automatically generated by the Central Supplier Database System after successful registration and validation of a prospective service provider.
- 9.3) This is a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider.
- 9.4) Prospective suppliers should self – register on the CSD website at www.csd.gov.za.
- 9.5) Registration on the CSD will be compulsory in order to conduct business with the Prince Albert Municipality.
- 9.6) Registration on CSD can be done by contacting Ms. Christa Baadjies at 023 541 1748 or via email (scm@pamun.gov.za)

MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender 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, before an award may be considered.

1. The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid.** Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

2. Tax Compliance Status (TCS) Pin as of 18 April 2016

2.1) In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing.

2.2) This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above.

2.3) Service provider's status which is found inactive or non-compliant their offers will be omitted.

2.4) Bidders in possession of a valid Tax Status Pin must issue the municipality with the following:

Tax Reference Number (IT / VAT / PAYE	
Tax Compliance Status Pin	

3. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Compliance Status Pin or CSD Registration number.

4. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website (www.sars.gov.za).



MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder or his or her representative													
3.2	Identity Number													
3.3	Position occupied in the Company (Director, shareholder² etc.)													
3.4	Company Registration Number													
3.5	Tax Reference Number													
3.6	VA T Registration Number													

3.7	Are you presently in the service of the state?	YES		NO	
3.7.1	If so, furnish particulars:				
3.8	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1	If so, furnish particulars:				

3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1	If so, furnish particulars:				
3.10	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1	If so, furnish particulars:				
3.11	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1	If so, furnish particulars:				
3.12	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1	If so, furnish particulars:				
3.13	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.12.1	If so, furnish particulars:				

3.14	Please provide the following information on ALL directors / shareholders / trustees / members below:		
FULL NAME AND SURNAME	IDENTITY NUMBER	PERSONAL INCOME TAX NUMBER	PROVIDE STATE EMPLOYEE NUMBER

CERTIFICATION

I certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

1. a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. an executive member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

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

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**MBD 5 – DECLARATION FOR PROCUREMENT ABOVE R 10 MILLION
(VAT INCLUDED)**

Not required for this tender.



**MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 The **80/20 preference point system** will be applicable in this tender. The lowest (goods and services) / highest (sales and leases) acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.
 - (i) B-BBEE status Level of Contributor; and
 - (ii) Locality of Supplier

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
LOCALITY (See definitions)	10
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) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**Locality**” means the local suppliers and/or service providers that business offices are within the Municipal area of Prince Albert (WC052).
- (h) “**price**” includes all applicable taxes less all unconditional discounts;
- (i) “**proof of B-BBEE status level of contributor**” means:
1. B-BBEE Status level certificate issued by an authorized body or person;
 2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 3. Any other requirement prescribed in terms of the B-BBEE Act;
- (j) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (k) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (l) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. 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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of the Preferential Procurement Policy of Prince Albert Municipality, 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.

SPECIFIC GOALS

SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED ARE INDICATED PER THE TABLE BELOW:

The specific goals allocated points in terms of this tender	Number of points allocated - 80/20 system)
B-BBEE preference points	10 points
Locality	10 points

4.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), will be allocated for specific goals. These goals are:

- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability (BBBEE);
- (b) Promotion of enterprises located in the municipal area

4.4 Regarding par 5.3(a), 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows:

4.5

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	50% of Points for Preference
1	20	10
2	18	9
3	16	8
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- a) A tenderer must submit proof of its BBBEE status level contributor.
- b) A tenderer failing to submit proof of BBBEE status level of contributor –
 - (i) may only score in terms of the 80/90-point formula for price; and
 - (ii) scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

4.5.1 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPH 4.1

B-BBEE Status Level of Contributor:

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

4.5.2 LOCALITY

Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality)

- a) Each tender must specify in the invitation to tender that a maximum of 50% of the 20 points will be allocated to promote the specific goal of locality.
- b) Only one of the points as set out below that best describes the enterprise’s locality may be awarded if applicable.
- c) Regarding par **5.3 (b)**, a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows

LOCALITY OF SUPPLIER/ LOCAL LABOUR	POINTS
Within the boundaries of the municipality	10
Outside municipal boundaries, but within boundaries of district (Central Karoo)	8
Outside boundaries of the municipality and district, but within Western Cape Province	5
Outside of the Western Cape Province	2

- d) Bidders must submit one of the following in order to receive points for the above-mentioned criterion.
 - (i) Municipal Account of address as indicated in bid document;
 - (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn

affidavit of the owner stating occupancy.

- (iii) The premises of the bidder as indicated in MBD6.1 of the bid document as the business address should be established prior to the advertisement date.

LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4

Locality (indicate as per table above) :

(The address provided in 4.5 below, will be used to determine the locality as per 4.4.2 above).

4.5) MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

4.6) NAME OF COMPANY / FIRM

.....

4.7) COMPANY REGISTRATION NUMBER

.....

4.8) TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....

.....

WITNESSES:

1.

2.



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

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

4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</p> <p><i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i></p>	YES	NO
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><i>(To access this Register, enter the National Treasury’s website, www.treasury.gov.za , click on the icon “Register for Tender Defaulters” or</i></p>	YES	NO

	<i>submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>		
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4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES	NO
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES	NO
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES	NO
4.5.1	If so, furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____,

certify that the information furnished on this declaration form true and correct.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE)	
NAME OF FIRM			



MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number:

Description:

In response to the invitation for the bid issued by the **PRINCE ALBERT MUNICIPALITY**, do hereby make the following statements that I certify to be true and complete in every respect:

certify, on behalf of (Name of Bidder):

That:

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.

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

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

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	
NAME OF FIRM			

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

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

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.



MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE
MANAGEMENT ACT (NO.56 OF 2003)**

I, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Prince Albert Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S (Directors / Shareholders / Partners, etc.):				
Director / Shareholder / Partner	Physical address of the Business	Municipal Account Number (s)	Physical / Residential address of the Director / Shareholder / Partner	Municipal Account Number (s)
NB: PLEASE ATTACH CERTIFIED COPY(IES) OF IDENTITY DOCUMENT(S).				
NB: PLEASE ATTACH COPY(IES) OF MUNICIPAL ACCOUNTS.				
NUMBER OF SHEETS APPENDED BY THE TENDERER TO THIS SCHEDULE (IF NIL, ENTER NIL).				

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
---	---



E-TENDER DECLARATION

It is compulsory to confirm “YES” or “NO” on all line items.

DESCRIPTION	COMPLY (YES / NO)
The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be binded securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be binded to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above.

I accept and approve all of the above.

.....

Signature of Bidder

MUNISIPALITEIT
VAN
PRINS ALBERT



MUNICIPALITY
OF
PRINCE ALBERT

PART B — TENDER SPECIFICATIONS AND
PRICING SCHEDULE



TENDER SPECIFICATIONS

TENDER 200 / 2023

PROVISION OF INTERNAL AUDIT SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS.

1. INTRODUCTION

Prince Albert Municipality hereby invites tenders from suitably qualified service providers to provide internal audit services to the municipality for a contract period of three (3) years.

2. PROPOSAL REQUEST

2.1) The objectives of internal auditing services are to assist the Accounting Officer in the effective discharge of his/her duties and responsibilities. To this end, the functions are a management tool that furnishes the Accounting Officer with analyses appraisals, recommendations and information concerning the activities reviewed.

3. EVALUATION OF PROPOSAL

- 3.1) Only one (1) bidder will be awarded the service.
- 3.2) Proposals will be pre-evaluated on the criteria as set out under the section for Functionality;
- 3.3) Proposals that do not score the minimum of 32 points or more for functionality will be deemed non-responsive; and
- 3.4) Only those bids who score more than 32 out of 40 points will be evaluated further on the 80/20 preference points system.

4. COST OF PROPOSAL AND NEGOTIATIONS

The cost of preparing the bid proposal and of negotiating of the contract are not reimbursable as a direct cost of the service.

5. PREPARATION OF PROPOSAL

The cost of preparing the bid proposal and of negotiating of the contract are not reimbursable as a direct cost of the service.

5.1) Functional proposal

5.1.1) In preparing for the functional proposal of the document, bidders must examine the bid documents in detail. Material deficiencies in providing the information requested may result in the classification of a proposal as non-responsive. The bidders must consider the functionality criteria carefully and ensure that the functional proposal of the document provides enough supporting information in order to assess the bid.

5.2) Pricing proposal

5.2.1) In preparing the pricing proposals bidders must use the pricing proposal as prescribed in MBD 3.2 (Pricing Schedule for Services) and included as Schedules 1 and 2. The proposal must be completed in detail, if not completed it may result in the rejection of a proposal as non-responsive. It is important to note that the rates quoted will be used as the basis of appointment. The estimated hours and number of visits will be negotiated with the successful bidder on each instruction. All calculation errors in the pricing schedule will be adjusted during the evaluation process.

5.2.2) Pricing Instructions mean the criteria as set out below in the MBD 3.2 (Pricing schedule), read together with all parts of this contract document, which will be assumed in the contract that the tenderer has taken into account when developing his prices.

5.2.3) **DO NOT** use the estimated quantities as supplied in Additional Information Schedule Nr. 2 as they are only for evaluation purposes.

6. ADDITIONAL CONDITIONS OF BID

- 6.1) All prices and details must be legible to ensure the bid will be considered for adjudication.
- 6.2) No advance payments will be made for any reason whatsoever.
- 6.3) Accounts shall be based on hours completed up to the invoice date and must be structured in such a manner that it is easy to reconcile with the approved Internal Audit Plan.
- 6.4) Invoices billed should be billed according to the approved Internal Audit plan for the year.
- 6.5) All invoices billed should contain a purchase order number and the type of audit completed. Invoices that do not contain a purchase order or the type of audit will not be paid.
- 6.6) All fees or remuneration is inclusive of Value Added Tax.
- 6.7) Should a special request be allocated to the service provider through instruction by the Municipal Manager, the service provider will have to supply the Municipality with a quotation, based on the approved tender rates, where after the Municipality will issue the Service Provider with a purchase order. Instructions may only be given by the Municipal Manager or his/ her delegated authority. When instruction is received from the Municipal Manager's delegated authority it must be in writing (email/ letter etc.) and signed by the Municipal Manager.
- 6.8) The Successful Tenderer should take into account that all working papers remain the property of Prince Albert Municipality and should be submitted to the Municipality after the completion of audit project.

TERMS OF REFERENCE

1. OBJECTIVES

- 1.1) The internal Audit Activity is an independent appraisal function established within the Prince Albert Municipality to examine and evaluate the economy, effectiveness and efficiency of its activities as a service to management and the Council.
- 1.2) According to the Municipal Finance Management Act (Act No 56 of 2003) Chapter 14 Section 165, each Municipality must have an internal audit unit.
- 1.3) To have access to different specialized expertise it was decided to outsource the internal audit function to an audit service provider.
- 1.4) The service provider will assist the Municipality to accomplish the internal audit service objectives, and to assist in complying with the MFMA.
- 1.5) The audit activity will report directly to the Accounting Officer and the Audit Committee (or his nominee).

2. SCOPE OF WORK

- 2.1) The Successful Tenderer should have Internal Audit experience and is required to provide internal audit services that are independent, objective assurance and consulting activity to add value and improve Prince Albert Municipality's operations. The functions must be independent of activities that are audited, with no limitations on its access to information.
- 2.2) The firm should include the use of analytic software for computer-assisted audit techniques in their engagement methodology to ensure that they are able to analyse large volumes of data to identify anomalies. e.g., CaseWare, BarnOwl, IDEA, ACL, etc.
- 2.3) In particular the internal audit service provider must act as the Chief Audit Executive of the Municipality and represent the Municipality on a District, Provincial and National level. The service provider will be responsible for carrying out all duties for the Chief Audit Executive as prescribed in legislation and as discussed with the Audit Committee and the Municipal Manager.

- 2.4) All reviews must meet the International Standards for the Professional Practice of Internal Auditing and Code Ethics of the Institute of Internal Auditors.
- 2.5) All bidder must submit evidence of its professional membership registration, firm and partners, with the Institute of Internal Auditors South Africa (IIA). (Latest certificate of membership).

3. KEY DELIVERABLES

The following key deliverables are set for the internal audit service and will be used for the evaluation of the performance of the successful bidder during the term of the tender:

3.1) Annual risk assessments of the municipal environment

- 3.1.1) Compile an annual risk assessment and ongoing risk management. The internal audit function should assist management in monitoring, evaluating and assessing significant departmental risks, and by providing assurance as to the effectiveness of related internal controls.

3.2) Three (3) year strategic Internal Audit plan for the municipal environment

- 3.2.1) Compilation and submission of a three (3) year strategic internal audit plan based on the first risk assessment as per 3.1.1. as well as issues highlighted by the audit committee and senior management, in consultation with and for approval by the audit committee.
- 3.2.2) The 3-year draft strategic internal audit plan must be submitted by no later than February 2024 in order for the audit committee to approve it at the first quarterly meeting taking place
- 3.2.3) The 3-year draft strategic and operational internal audit plan must be broken down in three (3) financial years (January to December), taking into account the price escalations as per the pricing schedule/ pricing proposal.
- 3.2.4) The strategic internal audit plan must include all areas that the service provider plan to audit each year and the staff components to be used in the specific audit areas, as well as the budgeted hours and Rand values of each audit area (inclusive of VAT).

3.2.5) The service provider must review and amend this strategic internal audit plan in year two (2) and in year three (3) before the end of February in order for the Audit committee to approve the strategic internal audit plan at the first quarterly meeting taking place.

3.3) **One (1) year operational Internal Audit plan for the municipal environment**

3.3.1) The Internal Audit Service Provider will perform and execute, with the assistance of management where necessary, the following:

- a) Annual compilation and submission of a one (1) year operational risk-based internal audit plan for the period January to December based on the risk assessments done as per 3.1.1. in consultation with and for approval by the audit committee.
- b) A new operational internal audit plan, subject to the current audit year, must be submitted annually by no later than February each year for the audit committees' approval.
- c) The one (1) year operational internal audit plan must include all the areas that the service provider plan to audit the current year and the staff components to be used in the specific audit areas, as well as the budgeted hours and Rand values of each audit area (inclusive of VAT).
- d) The service provider must adherence to timeframes as set out in the approved operational internal audit plan unless different timeframes were discussed with management and approved by the Audit Committee

3.4) **Responsibilities towards committee's and forums**

3.4.1) Compulsory attendance, in the capacity as the Chief Audit Executive, of the quarterly Audit Committee meetings and drafting of items for the internal audit committee agenda. Specifically, a quarterly internal audit findings report must be tabled to the Audit Committee on risk-based audits completed. Risk-based audit reports included in the quarterly report to the audit committee should only be the final reports that has already been issued to management and what off the working papers were issued to the Accounting officer or his/ her delegated authority.

3.4.2) Compulsory attendance Risk committee meetings set by the Municipality.

- 3.4.3) The Internal Audit service provider will be assessed by the quality of work performed by the Audit Committee members on an annual basis.
- 3.4.4) Compulsory attendance of the Chief Audit Executive and Chief Risk Officer forums held by Provincial Treasury and the District Municipality.
- 3.4.5) Attending any other relevant meetings, forums or committees where the Chief Audit Executive are deemed necessary.
- 3.5) **Risk-based audits**
- 3.5.1) Before the start of each risk-based audit an audit notification letter should be send to the Management of the Department containing all details relating to the Audit and an audit engagement meeting should be scheduled. The Details of officials relevant to the specific audit will be provided to the service provider.
- 3.5.2) The service provider should communicate with the relevant officials during an audit to obtain clarity regarding processes and any information needed.
- 3.5.3) At the end of each risk-based audit a draft report should be issued to the municipality to obtain management input. If management has the need for engagement with the auditors to discuss the draft report, the service provider will be informed.
- 3.5.4) After managements input have been provided to the service provider and all working papers have been provided to the municipality, the service provider may issue the final report.
- 3.6) **Auditing, reporting, advising and consulting requirements**
- 3.6.1) The service provider must report to the Audit committee detailing its performance against the plan, to allow effective monitoring and intervention when necessary;
- 3.6.2) The service provider must report to the Accounting Officer, assisting the Accounting Officer in achieving the objectives of the Prince Albert Municipality by evaluating and developing recommendations for the enhancement or improvement of the processes through which:
- objectives and values are established and communicated;
 - the accomplishment of objectives is monitored;

- accountability is ensured and
- corporate values are preserved

3.6.3) Advise the Accounting Officer and report to the Audit Committee on the implementation of the internal audit plan and matters relating to –

a) Internal Audit

- Perform and co-ordinate all audits, reviews and evaluations within Prince Albert Municipality.
- Internal audits should be conducted in accordance with the standards for Professional Practice of Internal Auditing as promulgated by the IIA;

b) Assessment of key drivers of internal controls

- Assist the Accounting Officer in maintaining effective controls by evaluating those control to determine their effectiveness and efficiency, and by developing recommendations for enhancement or improvement

c) Accounting procedures and practices

d) Reviews of the performance management system

e) Executive Audit Engagements, follow up reviews and compliance reviews;

f) Loss control;

g) Liaise with the external auditors and ensure that the audit programs are complementary;

h) Comply with standards, codes of conduct and ethics that are promulgated from time to time by the relevant professional bodies.

i) An effective internal audit function should in all respects comply with the provisions of the MFMA, the DORA and any other applicable legislation, adhere to the principles of good corporate governance and relevant statutory requirements as stipulated in the King Report on Corporate Governance for South Africa, 2016 (King IV), the Standards for Professional Practice of Internal Auditing as promulgated by the IIA as well as the NT MFMA circular 65/2012 which inter alia provides;

- Assurance that management processes are adequate to identify and monitor significant risks;
 - Confirmation of the effective operation of the established internal systems;
 - Credible processes for feedback on risk management and assurance; and
 - Objective confirmation that the Council receives the right quality of assurance and information from management and that this information is reliable.
- j) In terms of the NT MFMA circular 65/2012 relating to internal audit, the internal audit service should assess the operational procedures and monitoring mechanisms over all transfers made and received, including transfers in terms of the annual division of revenue act.

4. EVALUATION OF PERFORMANCE

- 4.1) The service provider must adhere to timeframes and responsibilities as listed above in 3.
- 4.2) Internal Audit will be accessed by the quality of work performed by the Audit Committee members on an annual basis independently of the Municipalities performance evaluations.
- 4.3) If any Ad-Hoc requests are made to the service provider, the service provider must provide a quotation within 72 working hours after receipt of the instruction, or a timeframe mutually agreed upon.
- 4.4) For all executions of instruction given, each finalisation of an instruction or audit will be rated as follows:

Service Quality rating

- 1 – Unacceptable
- 2 – Below Standard
- 3 – On Standard
- 4 – Above Standard
- 5 – Excellent

Time frame

- 1 – Behind schedule
- 2 – On schedule
- 3 – Ahead of schedule

Supplied in terms of specifications

Only a Yes or No

PLEASE SEE DELIVERABLES THAT SERVICE PROVIDER WILL BE ASSESSED UPON

DELIVERABLE NAME	DESCRIPTION	FREQUENCY
Annual Risk Review Workshops	Partaking in annual risk review workshops during January and February	Annually
Three (3) year strategic internal audit plan	Timely submission of a three (3) year strategic internal audit plan before the end of February in 2024 and the review thereof annually	Annually
One (1) year operational internal audit plan	Timely submission of a one (1) year operational internal audit plan before the end of February Annually	Annually
Reporting, advising, consulting and communicating	Regularly liaises with authorised representatives of the Municipality and promptly returns calls, e-mails etc. in terms of satisfaction survey.	Annually
Budget	Adheres to allocated budget for services.	Annually
Risk Based Audits Timeframes	Audits are completed on schedule and as agreed with Management	Annually
Contractual documentation	All contractual documentation was signed and submitted to the municipality. This includes all working papers, draft audit reports and final audit reports.	Annually
Supplied in Terms of Specifications	Service delivered complies with specifications set in tender/project document	Annually
Service Quality Rating	The Service Supplied must be of a High Quality and according to the requirements set out in the Bid Document.	Annually
Payment Applications	Timely submission of complete and correct payment applications.	Annually
Key Site staff & Personnel	All staff requirements as per the tender conditions and per functionality scoring is met. The audit team performing the Audits are as per agreed on operational plan.	Bi-Annually
Fulfil the role of Chief Audit Executive	Fulfil the role of Chief Audit Executive of the Prince Albert Municipality	Quarterly
National, Provincial and District Forums and meetings	Attendance and participation in National, Provincial and District Forums and meetings on a Bi-Annual basis	Bi-Annually
Ad-Hoc Requests	Quotation is provided within 72 working hours after receipt of the instruction or a timeframe mutually agreed upon	Quarterly
Risk Committee	Attendance to Risk Committee meetings on a quarterly basis .	Quarterly
Audit and Audit Performance Committee	Attendance and preparation of internal audit feedback to the Audit and Audit Performance Committees on a quarterly basis	Quarterly

FUNCTIONALITY CRITERIA

1. Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than **32 out of 40 points (80%)** for these criterions will be regarded as non-responsive and will not be evaluated on price and preference points (Specific goals - B-BBEE and Locality). Unclear, vague, fragmented or incomplete information provided will result in no points being allocated. **Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.**

2. The bidder **must clearly indicate the page numbers and/ or references of attachments as supporting evidence in order for the assessment of each functionality criteria.** No information or documentary proof, relating to tender functionality, will be requested after closure of the tender.

3. The Tender will be considered non-responsive if service provider does not score at least one point on each of the expertise fields in the specialist functions mentioned in 1.1. of the functionality criteria **(Relevant experience of company or legacy companies).**

4. The designated project leader and Senior Manager may not be changed without the prior approval of the accounting officer or his/her nominated person.

5. The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

CRITERION		MAXIMUM POINTS
1.	EXISTENCE OF COMPANY OR LEGACY COMPANIES	5
2.	RELEVANT EXPERIENCE OF COMPANY OR LEGACY COMPANIES	21
2.1	Number of Municipal Clients (Deliver full IA function)	8
2.2	Years of Municipal Internal Audit Experience (Deliver full IA function)	8
2.3	Number of Municipal clients with clean audit status (Deliver full IA function)	5
3.	PROJECT TEAM EXPERIENCE	7
3.1	Relevant experience of Project Leader (Director/ Partner)	4
3.2	Relevant experience of Project Manager (Senior Manager)	3
4.	PROJECT TEAM QUALIFICATIONS	7
4.1	Relevant qualifications of Project Leader (Director/ Partner)	4
4.2	Relevant qualifications of Project Manager (Senior Manager)	3
TOTAL POINTS		40

CRITERION 1

EXISTENCE OF COMPANY OF LEGACY COMPANIES)

1. Please note that this section refers to the company's and its legacy firms' existence. Meaning this section takes into consideration that the company as an entity has been operating for the past few years.
2. The bidder must submit a comprehensive company profile, including a detailed exposition of comparable work performed previously, as well as the Company's CIPC Document, with their bid documents in order to claim points.
3. A maximum of 5 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided.
4. If the comprehensive company profile and the Company's CIPC Document is not submitted, no points will be awarded.

NR	DESCRIPTION	POINTS	POINTS CLAIMED BY BIDDER
1.	Three (3) to five (5) years	1	
2.	Six (6) to ten (10) years	3	
3.	Eleven (11) or more years	5	

For proof of compliance, please provide the bid document reference / page number/s of documents as listed below:

1.	Comprehensive company profile	
2.	Company registration document from Companies And Intellectual Property Commission (CIPC)	

CRITERION 2

RELEVANT EXPERIENCE OF COMPANY OF LEGACY COMPANIES

1. Please note that this section refers to the company's and its legacy firms past experience. This section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.
2. **“Relevant experience”** is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Prince Albert Municipality and/or professional consultant where applicable.
3. Points will only be awarded for relevant & completed experience obtained relevant to the tender scope of works. To be able to gain points the tenderer must submit proof that the company has obtained the relevant experience for this tender's scope of works & specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this tender and not only to parts thereof, otherwise the bidder will not be awarded the necessary points.
4. In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of experience relating to successfully completed projects related to the full internal audit function. Co-sourced internal audit function will not be accepted.
5. A maximum of **21 points** will be awarded at the sole discretion of the municipality's bid evaluation committee based on the information provided.
6. Please note that points will not overlap, meaning points are awarded only once per reference/ company / entity per project experience. Please refrain from submitting multiple references from the same company on the same project.
7. It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide additional feedback, if necessary.
8. If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference.
9. The Municipality/ Consultant reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.

10. Please USE the ANNEXURES provided; ANNEXURE A and ANNEXURE B

11. Criteria:

a) NUMBER OF MUNICIPAL CLIENTS (DELIVER FULL INTERNAL AUDIT FUNCTION)

- The client list as provided in ANNEXURE -A must be completed and referenced according to the reference letters in as in Annexure B.

b) YEARS OF MUNICIPAL INTERNAL AUDIT EXPERIENCE (DELIVER FULL INTERNAL AUDIT FUNCTION)

- In order to claim points for the below criteria, bidders must submit, with the tender document, reference letters in the exact format as supplied below in ANNEXURE B to which the abovementioned experience has been provided.
- These references letters must be current/ most recent, relevant and related to the experience in the said scope of works of this tender. The reference letters must be on the client's letterhead and must not be older than three (3) months. (3 months counting from the date of this tender's advertisement)

c) MUNICIPAL CLIENTS OBTAINING CLEAN AUDIT STATUSES WHILST COMPANY ACTED AS INTERNAL AUDIT UNIT (DELIVER THE FULL INTERNAL AUDIT FUNCTION)

- The points relating to criteria (c) regarding the clean audit status of the tenderer's clients will be concluded from the Reference letters obtained in criteria (b) marked as Annexure B.
- Question 11 reads as follows: "Did you obtaining a clean audit status whilst the company acted as your Internal audit unit/ during their duration of the contract with your entity?"
- One (1) point will be awarded for each client that obtained a clean audit status.
- To obtain the maximum points of five (5), five (5) clients should have stated they received a clean audit while the tenderer was their Internal Auditor.

NR	DESCRIPTION	POINTS	BIDDER'S SCORE
a) NUMBER OF MUNICIPAL CLIENTS (DELIVER FULL INTERNAL AUDIT FUNCTION)			
1.	2 to 3 clients	3	
2.	4 to 6 clients	5	
3.	7 or more clients	8	

NR	DESCRIPTION	POINTS	BIDDER'S SCORE
b) YEARS OF MUNICIPAL INTERNAL AUDIT EXPERIENCE (DELIVER FULL INTERNAL AUDIT FUNCTION)			
1.	3 to 5 years	3	
2.	6 to ten years	5	
3.	11 or more years	8	

NR	DESCRIPTION	POINTS	BIDDER'S SCORE
c) MUNICIPAL CLIENTS OBTAINING CLEAN AUDIT STATUSES WHILST COMPANY ACTED AS INTERNAL AUDIT UNIT			
1.	1 client	1	
2.	2 to 4 clients	3	
3.	5 or more clients	5	

TOTAL POINTS CLAIMED (OUT OF 21)			
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NB: IN ORDER TO CLAIM POINTS, BIDDERS MUST PROVIDE THEIR REFERENCES AS PER ANNEXURE B, USING THE ATTACHED CLIENT LIST AS PER ANNEXURE A. IF NO CLIENT LIST AND NO REFERENCES ARE ATTACHED NO POINTS WILL BE AWARDED

ANNEXURE A

NUMBER OF MUNICIPAL CLIENTS (DELIVER FULL INTERNAL AUDIT FUNCTION)

	CLIENT NAME	TYPE OF PUBLIC SECTOR ENTITY	FULL INTERNAL AUDIT / COSOURCED	CONTRACT DURATION (IN MONTHS)	FOR PROOF OF COMPLIANCE, PROVIDE BID DOCUMENT REFERENCE PAGE NUMBER OF REFERENCE LETTERS
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

NB: PLEASE ENSURE THE REFERENCE LETTERS ARE ATTACHED AND IS CORRECTLY REFERENCED AS PER THE LAST COLUMN ABOVE.

ANNEXURE B

YEARS OF MUNICIPAL INTERNAL AUDIT EXPERIENCE (DELIVER FULL INTERNAL AUDIT FUNCTION)

REFERENCE LETTER TEMPLATE

(this must be completed by the References listed in the above table – Annexure A)

NB: THE BELOW FORMAT FOR THE REFERENCE LETTER IS COMPULSORY!!

For attention: Municipal Manager

Date:

To Whom it May Concern,

PRINCE ALBERT MUNICIPALITY, TENDER 200/2023 – PROVISION OF INTERNAL AUDIT SERVICES FOR A CONTRACT PERIOD OF THREE (3) YEARS.

I hereby confirm that:

QUESTION TO REFERENCE	REFERENCE'S RESPONSE
1. We are a public sector entity	Please specify type of public sector entity
2. Detail of the work that have been successfully completed	<p style="text-align: center;"><i>Mark with an "X"</i></p> Full internal audit function <input type="checkbox"/> Co-sourced internal audit function <input type="checkbox"/>
3. Tender number/ contract number	
4. Appointment date	
5. Contract completion date	
6. Duration of contract	

<p>7. Was the work completed within the contractual time frame</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>If "NO", please state why:</p>
<p>8. The estimated value of the contract with the tenderer was R ...</p>	<p>R</p>
<p>9. Was the work completed within the contract amount?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>If "NO", please state why:</p>
<p>10. Did the service provider comply with the international auditing standards?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>If "NO", please state why:</p>
<p>11. Did you obtain a clean audit status whilst the company acted as your Internal audit unit/ during their duration of the contract with your entity?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>12. The work was delivered efficiently, effectively and economically, including consideration of meeting budgets and deadlines.</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>13. In general, were you satisfied with their performance - thus would you recommend them for this Tender considering all of above?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>

Yours faithfully,

NAME AND SURNAME AND SIGNATURE

POSITION

DIRECT CONTACT NUMBER

CRITERION 3

PROJECT TEAM EXPERIENCE

1. Please note that this section refers to the project team experience and is not a duplication of Criterion 2 (Relevant experience of company or legacy companies). Meaning this section takes into consideration that the dedicated team that will be delivering the service to the municipality has gained relevant experience in the past and showcase that the team as individuals is in the business of said scope of works.
2. **“Relevant experience”** is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Prince Albert Municipality and/or professional consultant where applicable.
3. In order to claim points for the Project team experience, bidders must submit sufficient information as well as documentary proof of experience relating to experience of the project leader (director / partner) and the experience of the project manager (senior manager) operating in the internal audit function, by means of CV (curriculum vitae) of the person listed in which points are claimed for.
4. Points will only be awarded for relevant & completed experience obtained relevant to the tender scope of works. To be able to gain points the Tenderer must submit proof that the individual has obtained the relevant experience for this Tender’s Scope of Works & Specifications, and not only parts thereof. If points are claimed for the experience, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points.
5. A maximum of **7 points** will be awarded at the sole discretion of the Municipality’s Bid Evaluation Committee based on the information provided:
 - **4 points** for the experience of the Project Leader (Director Or Partner) and;
 - **3 points** for the experience of the Project Manager (Senior Manager).
6. In order to claim points for the below criteria, bidders must provide enough information on the experience to score the total points as prescribed e.g., in order to claim 7 points, relevant names should be listed for persons referred to as the project leaders and project manager, for which points are claimed for, subject to the final discretion of the bid evaluation committee.
7. Note that the Project Leader (Director Or Partner) that the bidder lists will be the person who will act as the Chief Audit Executive of the Municipality.
8. **NB: THE DESIGNATED PROJECT LEADER AND SENIOR MANAGER MAY NOT BE CHANGED WITHOUT THE PRIOR APPROVAL OF THE ACCOUNTING OFFICER OR HIS/HER NOMINATED PERSON. THE PROJECT LEADER AND THE PROJECT MANAGER LISTED IN CRITERION 3 AND CRITERION 4 SHOULD BE EXACTLY THE SAME PERSON.**

PROJECT TEAM EXPERIENCE			
NR	DESCRIPTION	POINTS	BIDDER'S SCORE
a) PROJECT LEADER (DIRECTOR / PARTNER)			
1.	3 to 5 years	1	
2.	6 to 10 years	2	
3.	11 or more years	4	

PROJECT TEAM EXPERIENCE			
NR	DESCRIPTION	POINTS	BIDDER'S SCORE
b) PROJECT MANAGER (SENIOR MANAGER)			
1.	1 to 3 years	1	
2.	4 to 5 years	2	
3.	6 or more years	3	

TOTAL POINTS CLAIMED (OUT OF 7)	
--	--

For proof of compliance, provide bid document reference (page number) of curriculum vitae submitted:	
1. Name of Project Leader points are claimed for: _____	
2. Name of Project Manager points are claimed for: _____	

CRITERION 4

PROJECT TEAM QUALIFICATIONS

1. Please note that this section refers to the project team qualification and professional membership only. Meaning this section takes into consideration that the dedicated team that will be delivering the service to the municipality has gained relevant qualification and professional membership in the past and was awarded certification for the said qualification and professional membership.
2. Definitions:
 - a) **“Relevant qualification”** is defined as an official record showing that you have finished a training course or have the necessary skills and/or as determined by the Prince Albert Municipality and/or professional consultant where applicable.
 - b) **“Professional membership”** is defined as the status of a member when they have joined a professional body. Professional memberships aim to support individuals professionally and aid them in progressing within their career/profession and/or as determined by the Prince Albert Municipality and/or Professional consultant where applicable.
3. In order to claim points for the project team qualification, bidders must submit sufficient information as well as documentary proof of qualifications relating to the qualification of the Project Leader (Director Or Partner) and the qualification of the Project Manager (Senior Manager) operating in the audit function, **by means of certified copies of relevant qualifications, not older than 3 months** of the person which points are claimed for.
4. In order to claim points for the project team professional membership, bidders must submit sufficient information as well as documentary proof of professional membership relating to the professional membership of the Project Leader (Director Or Partner) and the professional membership of the Project Manager (Senior Manager), **by means of certified proof of membership and a letter of good standing , not older than 3 months** of the person which points are claimed for.
5. Points will only be awarded for relevant & completed qualifications obtained relevant to the qualifications listed below. To be able to gain points the tenderer must submit proof that the

individual has obtained the relevant qualification for the qualifications listed below, and not only parts thereof. If points are claimed for the qualification, please ensure it is applicable and relevant to the whole of the qualification listed and not only to parts thereof, otherwise the bidder will not be awarded the necessary points.

6. A maximum of **7 points** will be awarded at the sole discretion of the Municipality's bid evaluation committee based on the information provided:
 - **4 points** for the qualification of the Project Leader (Director Or Partner) and;
 - **3 points** for the qualification of the Project Manager (Senior Manager).

7. In order to claim points for the below criteria, bidders must provide enough information on the qualifications and professional membership to score the total points as prescribed e.g., in order to claim 7 points, relevant names should be listed for persons referred to as the Project Leaders and Project Manager for which points are claimed for, subject to the final discretion of the bid evaluation committee.

8. Note that the Project Leader (Director Or Partner) that the bidder lists will be the person who will act as the Chief Audit Executive of the Municipality.

9. **NB: THE DESIGNATED PROJECT LEADER AND SENIOR MANAGER MAY NOT BE CHANGED WITHOUT THE PRIOR APPROVAL OF THE ACCOUNTING OFFICER OR HIS/HER NOMINATED PERSON. THE PROJECT LEADER AND THE PROJECT MANAGER LISTED IN CRITERION 3 AND CRITERION 4 SHOULD BE EXACTLY THE SAME PERSON.**

PROJECT TEAM QUALIFICATIONS			
NR	DESCRIPTION	POINTS	BIDDER'S SCORE
a) PROJECT LEADER (DIRECTOR / PARTNER)			
1.	B.Com Hons	1	
2.	CIA (Certified Internal Auditor)	3	
3.	CA (SA) and CIA	4	

NR	DESCRIPTION	POINTS	BIDDER'S SCORE
b) PROJECT MANAGER (SENIOR MANAGER)			
1.	B.Com Hons	1	
2.	CIA (Certified Internal Auditor)	2	
3.	CA (SA) and CIA	3	

TOTAL POINTS CLAIMED (OUT OF 7)	
--	--

For proof of compliance, provide bid document reference (page number) of curriculum vitae submitted:	
1. Name of Project Leader points are claimed for: _____	
2. Name of Project Manager points are claimed for: _____	

MBD 3.2 – PRICING SCHEDULE FOR SERVICES

1. Pricing Instructions mean the criteria as set out below, read together with all parts of this contract document, which will be assumed in the contract that the tenderer has taken into account when developing his prices.
2. In preparing the pricing proposals bidders must use the pricing proposal referred to as prescribed in the document. The pricing proposal must be completed in detail as well. Failure to duly complete the pricing proposal, and not using the template provided will result in the rejection of a proposal as non-responsive. It is important to note that the rates quoted will be used as the basis of appointment. The estimated hours and number of visits will be negotiated with the successful bidder on each instruction.
3. The Bid Evaluation Committee of the Municipality will determine whether the technical, functional and pricing proposals are complete, i.e., whether all the items as required have been priced, if not the proposal will be rejected as non-responsive.
4. While it is entirely at the tenderer's discretion with regards to the pricing proposal below, guideline tariffs of fees or indicative time-based fee rates are gazetted annually, which are useful documents regarding industry norms against which tenderer's may compare their rates, sums, percentage fees and/or prices as applicable.
5. A rate, sum, percentage fee and/or price as applicable, is to be entered against each line item in the pricing proposal. A line item against where no rate is entered, or the wording N/A is entered, will be considered as a no offer and will not be evaluated.
6. The rates and prices in the pricing proposal are to be fully inclusive prices described under the several line items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. All rates, sum, percentage fees or prices (as applicable) tendered in the pricing proposal shall be final and binding throughout the period of the contract. Prices should be inclusive of VAT.
7. **Only firm pricing will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered. The prices for years two (2) and three (3) should include annual escalations.**
8. **BIDDERS ARE REQUIRED TO COMPLY WITH THE PRESCRIBED PRICING PROPOSAL BELOW. NO PRICING PROPOSALS OTHER THAN THE PRICING PROPOSAL AS STATED WILL BE ACCEPTED AND FAILURE TO ADHERE TO THIS SECTION WILL BE SEEN AS SUBMITTING A NON-RESPONSIVE BID. PLEASE DO NOT MULTIPLY WITH THE ESTIMATED QUANTITIES IN FIGURE 2, AS IT IS ONLY FOR EVALUATION PURPOSES. THE BIDDER SHOULD ONLY GIVE A PRICE/ RATE PER LINE ITEM ON THE PROPOSAL DOCUMENTS.**

PRICING SCHEDULE - SECTION 1

LABOUR RATES (INCLUSIVE OF VAT)

- a) Please take note that the designated Project Leader and Senior Manager may not change without prior approval of the Accounting Officer or his/her nominated person.

- b) **FOR PURPOSE OF COMPLETING PRICING PROPOSAL, THE LINE ITEMS/ TITLES ARE CLASSIFIED BY PRINCE ALBERT MUNICIPALITY AS FOLLOW:**

DESCRIPTION	DEFINITION
Partner/Directors Project Leader	CA with at least 10 years' experience
Senior Manager	Qualified Auditor with at least 10 years' experience
Manager	Qualified Auditor with at least 8 years' experience
Assistant Manager	Qualified Auditor with at least 5 years' experience
Accountant 4	Qualified Auditor (completed articles) with less than 5 years' experience
Accountant 3	Clerk in his/her 3rd year of articles
Accountant 2	Clerk in his/her 2d year of articles
Accountant 1	Clerk in his/her 1st year of articles
Line-item Description	Titles of the audit team, their descriptive qualification and experience
Rate	The unit of measurement for each item, per hour.
Unit	The agreed payment per unit (per hour) of measurement, Inclusive of VAT

NB: Please use the following schedule (Schedule 1) to complete your proposed prices.

SCHEDULE 1**RATES FOR LABOUR (INCLUSIVE OF VAT)**

NR	LINE-ITEM DESCRIPTION	UNIT OF MEASURE	RATE FOR LABOUR (INCLUSIVE OF VAT)		
			01 JAN. 2024 TO 31 DEC. 2024	01 JAN. 2025 TO 31 DEC. 2025	01 JAN. 2026 TO 31 DEC. 2026
1.	Partner/Directors - Project Leader	Per hour			
2.	Senior Manager	Per hour			
3.	Manager	Per hour			
4.	Assistant Manager	Per hour			
5.	Accountant 4	Per hour			
6.	Accountant 3	Per hour			
7.	Accountant 2	Per hour			
8.	Accountant 1	Per hour			

SCHEDULE 2

TRAVEL AND SUBSISTENCE RATES (INCLUSIVE OF VAT)

Please take note:

1. The travel kilometres as listed in Additional Information Schedule 1 may not change without prior approval of the Accounting Officer or his/her nominated person
2. **For purpose of completing pricing proposal, the line items/ titles are classified by Prince Albert Municipality as follow:**

TRAVEL	PER KILOMETER RATE must be all inclusive (including but not limited to the following): a) Any and/or travelling/ parking expenses b) Any other related / additional expenses will not be for the account of the Prince Albert Municipality c) The travel cost would be based on the maximum kilometre based on the kilometres provided by the bidder in Additional Information Schedule 1. The Municipality will not pay any costs for flights.
SUBSISTENCE	PER DAY RATE FOR SUBSISTENCE must be all inclusive (including but not limited to the following): a) Accommodation/ meals and beverages (When and if required) b) Any other related/ additional expenses will not be for the account of the Prince Albert Municipality.
LINE - ITEM DESCRIPTION	Type of expense other than Labour.
RATE	The unit of measurement for each item, per kilometre and per day.
UNIT	The agreed payment per unit (per kilometre of per day) of measurement (Inclusive of VAT).

NB: TRAVELLING COST AND TIME SPENT OR INCURRED BETWEEN THE HOME AND OFFICE OF THE CONSULTANTS INCLUDING THEIR STAFF, AND THE PRINCE ALBERT MUNICIPAL OFFICES, WILL NOT BE FOR THE ACCOUNT OF PRINCE ALBERT MUNICIPALITY.

PLEASE USE ADDITIONAL INFORMATION SCHEDULE 1 TO COMPLETE YOUR PROPOSED PRICES.

RATES FOR TRAVEL AND SUBSISTENCE RATES (INCLUSIVE OF VAT)

NR	LINE-ITEM DESCRIPTION	UNIT OF MEASURE	RATE FOR LABOUR (INCLUSIVE OF VAT)		
			01 JAN. 2024 TO 31 DEC. 2024	01 JAN. 2025 TO 31 DEC. 2025	01 JAN. 2026 TO 31 DEC. 2026
1.	Travelling Cost	Per kilometre			
2.	Subsistence allowance	Per day			

ADDITIONAL INFORMATION – SCHEDULE 1

<p><u>PLEASE STATE YOUR BUSINESS/ OFFICE ADDRESS:</u> (This one-way distance below will be used to evaluate the costs of travel for five (5) round trips (both ways). Example: 50 km (one way) x 2 (round trip) x 10 trips x price per km)</p>	<p>..... </p>
<p><u>PLEASE STATE THE KILOMETRES FROM YOUR BUSINESS/ OFFICE ADDRESS TO THE MAIN BUILDING OF THE MUNICIPALITY</u> 33 CHURCH STREET PRINCE ALBERT 6930</p>	<p style="text-align: center;">[ONE WAY]</p> <p style="text-align: right;">..... KM</p>

Please take note of the following:

1. The proposed prices given by the tenderer in Schedule 1 (Page XX) and Schedule 2 (Page XX) will be used together with the distance completed by the bidder in Additional Information Schedule 1 (Page XX) and the estimated in quantities in Additional Information Schedule 2 (Page XX) for the evaluation.
2. These totals will be multiplied by 12 months for the envisaged three (3) years.
3. The estimated quantities in Additional Information Schedule 2 (Page XX) are for evaluation purposes only and do not represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due.
4. In respect of time-based services, the allocation of staff and time must be agreed with the employer, before such services are rendered.

ADDITIONAL INFORMATION – SCHEDULE 2

Take note:

1. Please do not multiply with the estimated quantities, as it is only for evaluation purposes. Only give a price/ rate per line item.
2. The estimate quantities are only for evaluation purposes and will be used during the evaluation process.
3. Do not use these quantities in the pricing proposal

Estimated quantities that will be used for evaluation purposes is as follows:

NR	DESCRIPTION	ESTIMATED QUANTITIES PER MONTH
1.	Partner/Directors - Project Leader	10 hours
2.	Senior Manager	20 hours
3.	Manager	20 hours
4.	Assistant Manager	20 hours
5.	Accountant 4	20 hours
6.	Accountant 3	20 hours
7.	Accountant 2	20 hours
8.	Accountant 1	20 hours
9.	Travelling costs	20 hours
10.	Subsistence allowance	20 hours



MBD 7.1 - CONTRACT FORM – PURCHASE OF GOODS / WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **PRINCE ALBERT MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **T200/2023** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, in my capacity as , accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	LOCALITY	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

WITNESSES



MBD 7.2 - CONTRACT FORM – RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

7. I hereby undertake to render services described in the attached bidding documents to **PRINCE ALBERT MUNICIPALITY** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **TD200/2023** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I, in my capacity as , accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating delivery instructions is forthcoming.
6. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	LOCALITY	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE