



MARULENG LOCAL MUNICIPALITY

TENDER NO : MLM/SCM/36/2022

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER FOR PREPARATION, COMPILATION AND REVIEW OF msCOA, ANNUAL FINANCIAL STATEMENTS FOR A PERIOD OF 2 YEARS

FEBRUARY 2022

ISSUED BY:

SUPPLY CHAIN MANAGEMENT OFFICE
MARULENG MUNICIPALITY
P O BOX 627
HOEDSPRUIT
1380

NAME OF TENDERER	
ADDRESS	
TELEPHONE NUMBER	
TOTAL BID PRICE	
CSD NUMBER	

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PLEASE NOTE:

- Each page of the tender document and schedules thereto must be initialed by the relevant authorized person in order for the document to constitute a proper contract between the Municipality and the Tenderer.
- On acceptance of the tender by the Municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.
- Failure to complete all blank spaces in the forms and to attend to the other details mentioned therein may render the tender liable to rejection.

(1) DETAILS OF BIDDER

FULL NAMES	
COMPANY/ENTERPRISE REGISTRATION NO. OR ID NO.	
POSTAL ADDRESS	
PHYSICAL ADDRESS	
TELEPHONE NO.	
CELL NO. OF CONTACT PERSON	
FAX NO.	
E-MAIL ADDRESS	
CONTACT PERSON	
VAT REGISTRATION NO.	



(2) ADVERT

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER FOR PREPARATION, COMPILATION AND REVIEW OF msCOA, ANNUAL FINANCIAL STATEMENTS FOR A PERIOD OF 2 YEARS

BID NUMBER: MLM/SCM/36/2022

Bids are invited from suitably qualified, capable and experienced bidders for **Preparation, compilation and review of msCOA , Annual Financial Statements for a period of 2 years**. Bid documents containing conditions of Tender will be available from **17th February 2023** at Maruleng Local Municipality, Finance Department, 64 Springbok Street, at Hoedspruit. A non-refundable fee of **R500.00 will be charged for each set of documents issued or downloaded**. A proof of payment must accompany the submission. **No compulsory briefing session will be held for this project.**

Complete tender documents, fully completed in BLACK INK, priced and signed, must be sealed in an envelope clearly marked "**Tender No and Name of the Project**" must be deposited in the Tender Box at No. 64 Springbok Street, Hoedspruit, the Finance Department at the above physical address, by no later than **11:00** on the **24th of March 2023**.

Maruleng Local Municipality is not compelled to accept the lowest or any tender. No late, faxed or telephonic tenders will be accepted. Tenders will be evaluated in accordance with the Maruleng Municipality Supply Chain Management Policy; Municipal Supply Chain Management Regulations Gazette No. 27636, 30 MAY 2005, 2005; Preferential Procurement Policy Framework Act, 5/2000 and revised preferential procurement regulation of 2022.

Compulsory submissions:

1. Bidders must submit together with their bids a copy of **Company Registration Document (CK)**.
2. Bidder must be registered in the national treasury **Recent Central Supplier Database (CSD)** and attach CSD which is valid and not **older than 3 months**.
3. Failure to submit **Valid SARS Tax Compliance Status pin or Tax Clearance**, may result in a tender deemed non-responsive.
4. Bidders must submit **Certified ID copies of Director's not older than 3 months**, failure to do that tender will be deemed nonresponsive.
5. **Attach proof of specific goals (Disability, Youth, woman and Locality)**.
6. All this documentation that are requested have to be certified and should not be **older than three months**, failure to do that your bid will be deemed non-responsive.
7. Failure to submit comprehensive **Joint Venture Agreement** (where applicable) will result in a tender deemed non responsive.

8. Failure to complete the tender forms e.g. Form of Offer, declaration of interest, will result in a tender deemed non-responsive.

9. And Bidders are requested to attach Audited/reviewed Annual financial statements for 3 years.

10. Failure to submit **Statement of Municipal Account (rates & taxes) for both Company and Director** which is not older than three (3) **months or lease agreement or letter from Traditional Authorities** stating that the bidder is subject of their royal authority and he/she is not obliged to pay Municipal rates and taxes, will result in a tender deemed non-responsive furthermore **ownership of property will be subject to be checked through deeds office.**
11. Bidders to ensure that their tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.
12. **Company Profile** with proven previous experience must be attached, failure to do so will result to your bid deemed non-responsive.
13. All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed nonresponsive
14. Use of tipex is prohibited and the bidder will be deemed non-responsive during the evaluation of the tender.
15. If the bidder have not heard from the municipality within 90 days from the closing date of tender, company must consider itself unsuccessful.
16. The Maruleng Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.

16. **QUALIFICATIONS AND EXPERIENCE**

Company – More than 5 years' Experience in preparation, Compile and review or audit of GRAP compliant annual financial statements and **at least 2 years' experience in preparation, compilation and review of msCOA GRAP compliant annual financial statements.**

Engagement Leader / Contract manager / Director – Qualifications

- CA (SA) Registered Chartered Accountants (proof to be provided)
- More than 5 years' Experience in preparation and Compilation of GRAP compliant annual financial statements and **at least 2 years' experience in ,preparation compilation and review of msCOA GRAP compliant annual financial statements.**

Team Leader – Qualifications

- Honors in BCOM (Accounting) Degree and Professional Designation

Other Team Members

- More than 3 years' Experience in preparation of GRAP compliant annual financial statements
- All team members must have at least have a BCOM Accounting /Auditing degree.
- Completed AGSA articles and/or CTA will be added advantage degree.
- Completed AGSA articles and/or CTA will be added advantage

17. **Bidder must attach the proof of payment for the tender document issued or Downloaded.**

NB: tenders will be evaluated in terms of the 80/20 preference point systems prescribed in the Preferential Procurement Policy Framework Act, 5/2000 and revised preferential procurement regulations of 2022. The Bidder should obtain a minimum of 70% to be considered for further evaluation.

Enquiries related to this tender must be addressed to **Ms Sekgobela MF** (Budget and Treasury) and **Maponya RB** (Supply Chain Management) of Maruleng Local Municipality at Tel: (015) 590 1650.

**HOAEANE NS
MUNICIPAL MANAGER**

EVALUATION CRITERIA

Tenders will be evaluated based on the following administrative compliance:

1. Bidders must submit together with their bids a copy of company registration document **(CK)**.
2. Bidder must be registered in the national treasury **Central supplier database (CSD)** and attach CSD which is valid and **not older than 3 months**.
3. Failure to submit **SARS Tax Compliance Status pin or Tax Clearance**, may result in a tender deemed non-responsive.
4. Bidders must submit **certified ID copies of director's not older than 3 months**, failure to do that tender will be deemed nonresponsive.
5. Attach proof of specific goals (Disability, Youth, woman and Locality).
6. **All this documentation that are requested** have to be certified and should not be older **than three months**, failure to do that your bid will be deemed non-responsive.
7. Failure to submit comprehensive **JV agreement** (where applicable) will result in a tender deemed non -responsive.
8. Failure to complete the **tender forms e.g. Form of Offer, declaration of interest**, will result in a tender deemed non-responsive.
9. **And Bidders are requested to attach reviewed Annual financial statements for 3 years.**
10. **Failure to submit statement of municipal account (rates & taxes) for both Director and the Company** that is not older than three months or lease agreement or letter from traditional authorities stating that the bidder is subject of their royal authority and that he/she is not obliged to pay municipal rates will result in a tender deemed non-responsive.
11. Bidders to ensure that their tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents
12. **Company profile** with proven previous experience must be attached, failure to do so will result to your bid deemed non-responsive
13. **Bidder must attach the proof of payment for the tender document issued or Downloaded.**
14. **All pages must be initialized**

15. The Maruleng Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
16. All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive
17. Use of tipex is prohibited and the bidder will be deemed non-responsive.
18. The Maruleng Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.

16. **QUALIFICATIONS AND EXPERIENCE**

Company – More than 5 years' Experience in preparation, Compile and review or audit of GRAP compliant annual financial statements and **at least 2 years' experience in preparation, compilation and review of msCOA GRAP compliant annual financial statements.**

Engagement Leader / Contract manager / Director – Qualifications

- CA (SA) Registered Chartered Accountants (proof to be provided)
- More than 5 years' Experience in preparation and Compilation of GRAP compliant annual financial statements and **at least 2 years' experience in preparation, compilation and review of msCOA GRAP compliant annual financial statements.**

Team Leader – Qualifications

- Honors in BCOM (Accounting) Degree and Professional Designation

Other Team Members

- More than 3 years' Experience in preparation of GRAP compliant annual financial statements
- All team members must have at least have a BCOM Accounting /Auditing degree.
- Completed AGSA articles and/or CTA will be added advantage degree.
- Completed AGSA articles and/or CTA will be added advantage

18. All pages must be initialized

Bidders must further note that:

- Misrepresentation of address of the business with the aim of earning points may lead to disqualification
- Non-disclosure by service providers who are in the employ of the state will lead to disqualification Preferential Procurement Policy Framework ACT NO. 5 2000(PPPFA) points will be awarded as follows:

PPPFA: 80/20

Received responsive Bids will be evaluated based on the following criteria:

Price - 80

Specific goal - 20

BIDS WILL BE EVALUATED BASED ON THE FOLLOWING CRITERIA FOR FUNCTIONALITY

Pre- Qualifications and Requirements	Applicable values/points	Weight
EXPERIENCE AND QUALIFICATION This test the experience and Qualification of bidders (engagement leader(1) and Team members (3) (Attach CV's & qualifications)	1 – 3 Years = 05 Points	15
	4 – 6 years = 10 Points	
	7 – 11 years = 15 Points	
COMPANY RELATED EXPERIENCE in preparation, compilation and review of Municipal Annual Financial Statements. (Attach appointment letters) <ul style="list-style-type: none"> The service provider must provide written references regarding mSCOA experience from Municipalities that are mSCOA Compliant. 	1 letter = 10 Points	40
	2 letters = 20 Points	
	3 letters = 30 Points (at least 1 mSCOA Compliant + 2 GRAP Compliant)	
	4 letters and more = 40 Points (at least 2 mSCOA Compliant + 2 GRAP Compliant)	
COMPANY PROVEN TRACK RECORD <ul style="list-style-type: none"> in obtaining unqualified audit opinion within local government environment/public sector An improvement from disclaimer to a better is regarded in same light as unqualified (Attach appointment letters and audit reports) 	0 Unqualified audit opinion = 0 points	20
	2 Unqualified audit opinion = 5 points	
	3 Unqualified audit opinion = 10 points	
	3 Unqualified audit opinion + Clean audit = 20 points	
METHODOLOGY AND IMPLEMENTATION PLAN Understanding of the scope and giving unclear approach/ methodology in response to scope of work with attention to mSCOA Compliance and GRAP	<ul style="list-style-type: none"> Detailed approach with tools and deliverables=10 points. 	15
	<ul style="list-style-type: none"> Approach not detailed =05 points 	
	<ul style="list-style-type: none"> No attached methodology=0 points. 	
TRANSFER OF SKILLS The service provider is required to empower the municipality with skills	The service provider must be able to work closely and transfer skills to identified municipal officials (attach traceable references) Attached references= 10 points No references = 0 points	10
Total		100
Price		80
SPECIFIC GOAL		20

NB: tenders will be evaluated in terms of the 80/20 preference point systems prescribed in the Preferential Procurement Policy Framework Act, 5/2000 and revised preferential procurement regulations of 2022. The Bidder should obtain a minimum of 60% to be considered for further Evaluation.

Refer to specific Goals on MBD6.1 Page 38



(3) FORM OF TENDER AND DECLARATION

TENDER NO: MLM/SCM/36/2022

DECLARATION:

To: The Municipal Manager
MARULENG MUNICIPALITY
PO BOX 627
HOEDSPRUIT
1380

Sir

I/We, the undersigned:

- a) Tender to supply to Maruleng Municipality all of the services described both in this and the other forms and schedules to this tender.
- b) Agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the schedules attached to this tender document, regarding delivery and execution.
- c) Confirm that this tender may only be accepted by the Maruleng Municipality by way of a duly authorized Letter of Acceptance.
- d) Declare that we are fully acquainted with the schedules and the contents thereof and that we have signed the schedules, attached hereto
- f) Declare that, each page of the tender document and amendments thereto will be initialed by the relevant authorized person in order for the document to constitute a proper contract between the Maruleng Municipality and the undersigned, on acceptance of the tender by Maruleng Municipality.

Signed at on this day of 2023

Signature of Tenderer

Name of Tenderer

As Witnesses:

1. Signature Name in full

I.D. No

2. Signature..... Name in full

I.D. No

Where the Tenderer is a Company, Corporation or Firm a duly authorized resolution must accompany the tender



(4) CONTRACT FORM

SECTION 1 (TO BE FILLED IN BY THE BIDDER)

Tender amount R _____ Tender number _____

Company/Entity Registered Name: _____

Registration Number: _____

AND WHO IS represented herein by: (full names of signatory) _____

duly authorised to act on behalf of the Tender in his capacity as:(title) _____

HEREBY AGREES THAT by signing the Contract Form, the Bidder:

1. Confirms that it has examined the documents listed in the Index and has accepted all the Conditions of Tender;
2. confirms that it has satisfied itself as to the correctness and validity of the tender; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
3. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to Maruleng Municipality in accordance with the:
 - 3.1 terms and conditions stipulated in this tender document;
 - 3.2 specifications stipulated in this tender document; and
 - 3.3 at the price reflected in the tender document
4. Agrees that the following documents shall form the Contract between the parties in the event that the Tenderer is successful:
 - 4.1 Price Schedule
 - 4.2 Specification
 - 4.3 All Declarations
 - 4.4 General Conditions of Contract; and
 - 4.5 Special Conditions of Contract
5. Accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on it in terms of this Contract.

SIGNED AT _____ ON THIS THE _____ DAY OF

_____ 20 _____

Signature(s)

Print name(s):
On behalf of the Bidder (duly authorised)

WITNESSES	
1
2.
DATE



SECTION 2 (TO BE FILLED IN BY MARULENG MUNICIPALITY)

By signing this *Contract Form* Maruleng Municipality (also referred to as the 'Purchaser'):

1. Accepts your bid under reference number **MLM/SCM/36/2022** awarded on _____ for the **Appointment of service provider for Preparation, compilation and review of MSCOA, Annual Financial Statement for a period of 2 years.**

2. Undertakes to make payment for the goods/services 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 NO.	PRICE (VAT INCL)	Quantity	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR SPECIFIC GOALS

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20_____

Signature(s)

Print name(s):
(Municipal Manager)

Date

WITNESSES
1.
2.
DATE



(5) SPECIFICATION

Suitably qualified, capable and experienced bidders are hereby invited to submit price quotations for the **Appointment of service provider for Preparation, compilation and review of msCOA, Annual Financial Statements for a period of 2 years.**

PREPARATION, COMPILATION AND REVIEW OF ANNUAL FINANCIAL STATEMENTS

1. BACKGROUND

Maruleng Municipality seeks to procure services for Preparation and Compilation of mSCOA Grap compliant Quarterly, Annual Financial Statements for the year ending 2022/2023- 2023/2024

2. SPECIFICATION & OTHER REQUIREMENTS:

- A service provider to prepare and project manage the preparation of Quarterly, Annual Financial Statements;
- To prepare and compile mSCOA financial statements which are in accordance with Standards of Generally Recognized Accounting Practice (GRAP Standards),
- To produce financial statements which are free from material adjustments;
- To assist with the consolidation of the individual trial balances and assist with correcting the imbalances (if applicable).
- To reconcile the control accounts and clear all the suspense accounts.
- To assist with the preparation of correcting journal entries and supporting documents.
- Bidder should provider Team with proven experience in preparation, review or audit of mSCOA GRAP compliant quarterly, annual financial statements
- Bidders should have proven experience where they have improved the audit opinion at any Municipality
- Bidders should provide details and references for work previously completed;
- Company should have proven experience in compiling mSCOA GRAP Compliant quarterly, annual financial statements.

3. SCOPE OF THE PROJECT

In terms of section 122(1) of the MFMA, the municipality must prepare and submit quarterly, annual financial statements which:

- a) Fairly presented the state of affairs of the municipality, its performance against its budget, its management of revenue, expenditure, assets and liabilities, its business activities, its financial results, and its financial position as at the end of the financial year.
- b) Includes all the required disclosures.

The service provider will be expected to:-

- Identify all accounting policies to be included in the quarterly, annual financial statements
- Prepare and compile the quarterly, annual financial statements for the year ending 2022/2023 and 2023/2024.
- The appointed Service Provider is expected to prepare the financial statements on Caseware Software.
- The appointed service provider must have CaseWare License.
- Review and perform an analysis of the trial balance, transactions, all reconciliations and the general ledger to ensure accuracy and completeness
- Review the periodic reconciliations for accuracy and validity.
- Adjusting journals to ensure accuracy and correctness of the Trial Balance and General Ledger amounts.
- Review Municipality registers, all reconciliations, calculations which support the figures in the AFS, in accordance with MSCOA classifications and regulations.
- Perform Bank reconciliation to be performed from 1 July 2022 to 30 June 2023 and July 2023 to June 2024.
- Review Rates reconciliation to be performed from 1 July 2022 to 30 June 2023 and July 2023 to June 2024.
- Assist the municipality with year end balances
- Ensure accuracy of opening balances and assist in implementation of the audit plan to ensure that all AGSA queries are addressed.
- Ensure validity of journal with audit trail
- Preparation and compilation of MSCOA GRAP compliant Quarterly, Annual financial statements Review all year end journals.
- Prepare the provision for doubtful debt debts, summarize all debtors' accounts and identify all significant balances and review them for any indicators of impairment.
- Prepare report for actuaries regarding the employee benefit obligations and prepare the adjusting journals for expenditure and obligations.
- Assist the Municipality with resolving the material misstatements on the 2021/22 audit and processing adjustments where necessary.
- Timeously submit AFS to CFO, Internal auditors and Audit Committee for review
- Prepare a fully supported audit file for submission to the AGSA
- Assist the Municipality with resolving the material misstatements on the 2021/22-2022/23 audit and processing adjustments where necessary.
- Provide audit support, and assist with responding to findings raised by AGSA
- Prepare, Compile and Submit draft AFS for review by Internal Audit and Audit committee on or before the 15th August 2023 and 2024
- Review significant balances and accounting transactions/records to ensure audit readiness.
- Prepare AFS using CaseWare software (including notes, working and schedules) that are GRAP Compliant that have been quality assured and reviewed and submission of

the AFS to the Auditor general for audit by not later than 30 August 2023 and 2024

- Transfer of skills to identified Budget and Treasury Office Staff.
- Curriculum vitae of key staff to be engaged on this project, detailing municipal experience, GRAP experience and municipal accounting and auditing experience
- Clearly indicate qualifications and membership to registered professional bodies.
- The appointed service provider must work onsite.

PROJECT DELIVERABLES

Project proposal must include schedule(s) indicating deadlines to be achieved listed below.

The following schedule outlines the time frames for AFS compliant projects:

- Submit AFS to Internal Audit and Provincial Treasury for review 7 August 2023 and 2024
- Submit AFS to Audit committee for review 15 August 2023 and 2024
- Submit AFS to Auditor General 30 August 2023 and 2024
- Project completion will be after the adjustment AFS and Journals are done estimation date 29 November 2023 and 2024

Bid Requirements

- **Contract Manager /Director** – More than 5 years' Experience in preparation, Compile and review or audit of GRAP compliant annual financial statements and **at least 3 years' experience in compilation of MSCOA GRAP compliant annual financial statements.**
- **Engagement Leader / - Qualifications**
CA (SA) Registered Chartered Accountants (proof to be provided)
- More than 5 years' Experience in preparation and Compilation of GRAP compliant annual financial statements and **at least 3 years' experience in compilation of MSCOA GRAP compliant annual financial statements.**

Team Leader – Qualifications

- Honors in BCOM (Accounting) Degree and Professional Designation

Other Team Members

- More than 3 years' Experience in preparation of GRAP compliant annual financial statements
- All team members must have at least have a BCOM Accounting /Auditing degree.
- Completed AGSA articles and/or CTA will be added advantage

NB: Cv's of the proposed team to be included in the Bid document.

Proof of similar projects and references to be provided not older than 5 years in similar msCOA GRAP environment.

PROPOSAL

- Bidder’s understanding and knowledge of these terms of reference, with particular focus on the scope of the assignment and the deliverables.
- Previous and current contracts awarded to the bidder as well as client references.
- Bidder’s logistical and administrative capacity, and skills to render the required services.
- Project plan with time frames to ensure compliance with the annual financial disclosure timelines for National Departments as prescribed by National Treasury in collaboration with the Auditor – General and to avoid negative audit outcome.

PRICING OF THE PROSAL, INCLUSIVE OF:

- Estimated number of hours to be spent on the assignment by each member (which estimated number of hours will be deemed the maximum number of hours to do the work)
- Administrative costs and all contingencies e.g (Offices, telecommunication, travel etc)
- Value added tax
- Ceiling price (all – inclusive capped total)

SERVICE DURATION

The Municipality will enter into a framework contract with the services provider for a period of not more than 24 Months.

The Bidder should obtain a minimum of 60% to be considered for further Evaluation.

Signature

Date

Position

Name of Tenderer



(6) PRICE SCHEDULE

N.B: Maruleng Municipality will only accept firm prices. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.

DESCRIPTION	AMOUNT
Preparation, compilation and review of msCOA, Annual Financial Statements for a period of 2 years.	
SUB TOTAL	
Vat	
TOTAL	

Name of Bidder _____

Bid Number _____

Closing Date _____

Closing Time _____

Offer to be valid for _____ days from the closing date of the bid.

Brand and Model _____

Does the offer comply with the specification(s)? YES/NO

If not to specification, indicate deviation(s) _____

Period required for delivery _____

Delivery basis Delivery: Firm/not firm

NB: The Proposal amount must include all Contingencies and Vat



(7) CONDITIONS OF TENDER

ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE.

- 6.1 No tender will be considered unless submitted on Maruleng Municipality tender document.
- 6.2 Any portion of the tender document not completed will be interpreted as 'not applicable'. Notwithstanding the foregoing, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.
- 6.3 Tenders must be properly received and deposited, on or before the closing date and before the closing time, in the relevant tender box at No. 64 Springbok Street, Hoedspruit, and Finance Department. If the tender submission is too large to fit in the allocated box, please enquire at supply chain office for assistance.
- 6.4 The municipality reserves the right to accept:
- 6.4.1 the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and municipality is not obliged to accept the lowest or any tender;
- 6.4.2 a tender which is not substantially or materially different from the tender Specification.
- 6.5 The municipality shall not consider tenders that are received after the closing date and time for such a tender.
- 6.6 The municipality will not be held responsible for any expenses incurred by Tenderers in preparing and submitting tenders.
- 6.7 The municipality may, after the closing date, request additional information or clarification of tenders in writing.
- 6.8 A Tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the municipality after consideration of the reasons for the withdrawal.
- 6.9 The municipality reserves the right to adjust arithmetical errors in the extension of rates and totals in the quote, and the bidder will be informed of the effect of any corrections on his quotation sum prior to the award of the contract. In no case will quoted rates be adjusted when correcting such errors.
- 6.10 Telegraphic quotations or quotations by facsimile will not be accepted for consideration except for the instance as indicated above where the employer needs to have amendments to the quotation.
- 6.11 **Resolutions and Authorities**
A tender submitted:
- 6.11.1 by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorizing the tender to be made and the signatory to sign the tender on the company's behalf **{{(16) Authority to Sign Bid Document };**
- 6.11.2 by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorizing the tender to be made and the signatory to sign the tender on the close corporation's behalf **{{(16) Authority to Sign Bid**

Document ;

6.11.3 by a partnership/consortium/joint venture may not be considered unless accompanied by written authority from all parties to the partnership/consortium/joint venture authorising the tender to be made and the signatory to sign the tender on the partnership/consortium/joint venture's behalf.

6.12 Partnerships/Consortiums/Joint Ventures

In the case of partnerships/consortiums/joint ventures, a copy of the partnership/consortium/joint venture agreement must be submitted with the tender document.

6.13 Validity Period

6.13.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by the municipality for **a period of 90 days** from the closing date or for such extended period as may be applicable.

6.13.2 The tender amount will not be amended during the aforesaid validity period.

6.13.3 The aforesaid validity period may be extended by the municipality provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing.

6.13.4 Bidders who fail to respond to such a request before the validity of their tender expires, or who decline such a request shall not be considered further in the evaluation process.

6.13.5 In the event that an appeal in terms of the Systems Act 32 of 2000, is received, the validity period of the tender shall be deemed to be extended until finalisation of the appeal; unless the bidder has requested in writing that its tender be withdrawn. The provisions in respect of withdrawal as set out in clause 6.8 above will apply to such withdrawal.

6.14 Unauthorized alterations and additions in the nature of statement of interpretation of this bid document must be avoided. If any such amendments are made or if the bid document is not properly completed, it will cause the bid to be invalid. Any point of difficulty or doubt must be cleared with the municipality. Should any query be found to be of any significance, the municipality will inform all bidders accordingly.

6.15 Tax clearance

6.15.1 No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).

6.15.2 Tenderers are therefore required to obtain a valid Tax Clearance Certificate from the local SARS office where such Tenderer is registered for income tax/VAT purposes.

6.16 The municipality will publish the results of this bid on the municipal website.

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the tender documents for the receipt of Tenders.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier

- is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.
- 1.17 “Local content” means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in tender documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where

applicable a non-refundable fee for documents may be charged.

- 3.2 Invitations to Tender are usually published in locally distributed news media and on the Maruleng Municipality website.

4. Standards

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

5. Use of contract documents and information inspection

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

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent Rights

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

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

7. Performance security

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

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

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-tender testing will be for the account of the bidder.

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender 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 these contracts if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser

pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

28. Limitation of Liability

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a Tender 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 Tender 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 Tender SARS must have certified that the tax matters of the preferred bidder are in order.

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restricted 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.

MBD4

(10) DECLARATION OF INTEREST- STATE EMPLOYEES

1. No tender 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 tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.

Full Name: _____

Identity Number: _____

Company Registration Number: _____

Tax Reference Number: _____

VAT Registration Number: _____

Are you presently in the service of the state*: YES/NO

If so, furnish particulars.

Have you been in the service of the state for the past twelve months: YES/NO

If so, furnish particulars

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 tender?

YES/NO

If so, furnish particulars



Are you, aware of any relationship (family, friend, other) between a tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this tender?

YES/NO

If so, furnish particulars

Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES/NO

If so, furnish particulars

Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES/NO

If so, furnish particulars

Full details of directors/trustees/members/shareholders

Full Name	Identity Number	State Employee Number

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CERTIFICATION

I, the undersigned (name)

Certify that the information furnished on this declaration form is correct. I accept that the Municipality may act against me should this declaration prove to be false.

Signature

Date

Position

Name of Tenderer



MBD6.1

(9) PREFERENCE POINTS CLAIM FORM IN TERMS OF THE REVISED PREFERENTIAL PROCUREMENT REGULATIONS, 2022

This preference form forms part of this tender. It contains general information and serves as a claim form for preference points for Specific Goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE REVISED PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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 value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 To be completed by the organ of state

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

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

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

1.5 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

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

3.2.1 POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 10 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
2.	for at least 30% woman or women shareholding or owned enterprise	4 points	
3.	For at least 30% youth shareholding or owned enterprise	4 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2 points	
A total of 10 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
5.	for enterprise located within the local area	10 points	
The Maruleng Municipality will utilize the CSD report for the above-mentioned information/credible attached documents.			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5.

4.6. 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]

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

- i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



(11) DECLARATION FOR PROCUREMENT

The following must be completed where the tender exceeds R10million (VAT included).

- 1. Are you by law required to prepare annual financial statements for auditing? YES/NO
 - 1.1. If YES, attach audited annual financial statements for the past three years or since the date of establishment, if established during the past three years.
- 2. Do you have any outstanding undisputed commitment for Municipal services towards the Municipality or any other service provider in respect of which payment is overdue for more than 30 days? YES/NO
 - 2.1 If NO, this serves to certify that the Tenderer has no outstanding undisputed commitment for Municipal services towards the Municipality or any other service provider in respect of which payment is overdue for more than 30 days.

2.2 If YES, provide particulars.

- 3. Has any contract/tender been awarded to you by an organ of state during the past five years where any material, non-compliance or dispute concerning the execution of such contract/tender occurred? YES/NO

3.1 If YES, furnish particulars.

- 4. Will any portion of goods or services be sourced from outside the Republic of South Africa, and if so what portion or is it expected that any portion of payment from the Municipality will be transferred out of the Republic? YES/NO

4.1 If YES, furnish particulars.

I the under signed certified that the information provided on this schedule is correct and accept that the Municipality may act against me should this declaration proves to be false.

SIGNATURE

DATE

NAME OF TENDER



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

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

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



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

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

.....
Date

.....
Position

.....
Name of Bidder



13) CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I _____ certify, _____ on _____ behalf
of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially _____ submit a bid in response to



- this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.

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.

(15) DEMONSTRATED EXPERIENCE

NAME OF TENDERING ENTITY	AREA OF SPECIALISATION	RELEVANT EXPERIENCE	EXPERIENCE-FROM DATE to DATE



**(16) AUTHORITY TO SIGN BID DOCUMENT
RESOLUTION BY DIRECTORS / MEMBERS:**

Resolution for completion by Directors (if the Bidder is a (Pty) Ltd or Ltd) or Members (if the Bidder is a CC)

NAME OF TENDERER: _____

Meeting held at _____

(Place)

On _____ (date)

RESOLVED THAT:

1. The Bidder submits a bid to the Maruleng Municipality in respect of Bid No: **MLM/SCM/36/2022: Preparation of MSCOA Quarterly, Annual Financial Statement for a period of 2 years.**

2. Mr/Ms _____ in his/her capacity as _____ and who will sign as follows:

(SPECIMEN SIGNATURE)

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

Note: The resolution must be signed by all the directors /members of the Tenderer. Should the space provided below not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format.

No	Name	Capacity	Signature
1			
2			
3			
4			

(17) COMPANY REGISTRATION CERTIFICATE



(18) TAX CLEARANCE CERTIFICATE



(19) COMPANY PROFILE

(20) SPECIFIC GOALS (ATTACH PROOF)

(21) RATES AND TAXES FOR COMPANY AND DIRECTORS

(22) RECENT REPORT OF CENTRAL SUPPLIER DATABASE



**23. RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES
CONTENTS**

FORM 1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (WHERE
APPLICABLE)

FORM 3: FINANCIAL REFERENCES

**[PLEASE NOTE: IT IS COMPULSORY FOR ALL FORMS TO BE COMPLETED. WRITE
N/A ACROSS THE TABLE IF NOT APPLICABLE. ANNEX SIGNATURE EVEN IF YOU
WROTE N/A]**

FORM 1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

[please attach Annual report for the Previous financial year]

- a) Total Turnover in the previous financial year? R_____
- b) Estimated turnover for current financial year? R_____

List your current contracts (IF ANY) and obligations [maximum]:

<i>Description</i>	<i>Location</i>	<i>Value (R)</i>	<i>Start date</i>	<i>Duration</i>	<i>Expected completed date</i>

FORM 2. CERTIFICATE OF AUTHORITY FOR JOINT VENTURE [WRITE N/A IF NOT APPLICABLE]

PLEASE ATTACHED A CERTIFIED COPY OF THE CERTIFICATE

FORM 3 FINANCIAL REFERENCES

FINANCIAL STATEMENTS (delete which is not applicable)

I/We _____ (name of authorized representative)
Confirm that we have attached a three (3) year audited copy of financial statements together with my/our Directors' and Auditors' report.

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

DETAILS OF THE BANK	BANK DETAILS APPLICABLE TO BIDDER
Name of Bank	
Account number	
Type of account, (i.e. cheque account)	
Branch name & code	
Type of account, (i.e. cheque account)	

Attach Bank letter with Company Bank Rating

MARULENG MUNICIPALITY BANKING DETAILS

DETAILS OF THE BANK	BANK DETAILS APPLICABLE TO MARULENG MUNICIPALITY
Name of Bank	Standard bank
Account number	033355487
Type of account, (i.e. cheque account)	current
Branch name & code	Hoedspruit 052752