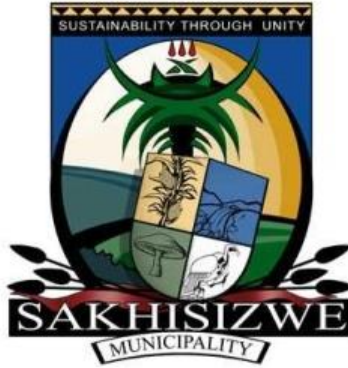


SAKHISIZWE LOCAL MUNICIPALITY



BID NUMBER: SLM/SCM/22/2022/23

RE: ADVERT FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF REVENUE EXPERT SERVICES FOR A PERIOD OF 36

ISSUED BY:

MUNICIPAL MANAGER

S.G. Sotshongaye

Sakhisizwe Local

Municipality

P O Box 26

Cala

5455

NAME OF TENDERER: _____

TENDER SUM : _____

CSD REGISTRATION NUMBER : _____

CLOSING DATE: THURSDAY 11 APRIL 2024

For ease of reference, Bidders shall enter their Price in the space provided below:

Bid Sum (amount in words)

.....

.....inclusive of VAT

Bid Sum (amount in figures) R.....inclusive of VAT

NAME OF BIDDER:

SIGNED ON BEHALF OF THE BIDDER:

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:	SLM/SCM/22/2022/23	CLOSING DATE:	11 APRIL 2024
		CLOSING TIME:	12:H00 PM
DESCRIPTION	RE:ADVERT FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF REVENUE EXPERT SERVICES FOR A PERIOD OF 36 MONTHS		

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

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

15 MACLEAR ROAD
Elliot
5460

SUPPLIER INFORMATION

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
---	--	--	--

TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE	R
-------------------------------	-----------------	---

SIGNATURE OF BIDDER	DATE
---------------------	------

CAPACITY UNDER WHICH THIS BID IS SIGNED

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

DEPARTMENT	SCM	DEPARTMENT	FINANCE DEPARTMENT
CONTACT PERSON	Y. TOFILE	CONTACT PERSON	Nontsikelelo Nolawu
TELEPHONE NUMBER	045 9311 011	TELEPHONE NUMBER	045 931 1011
E-MAIL ADDRESS	tofileym@gmail.com	E-MAIL ADDRESS	mfpnolawu@gmail.com

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p> <p>3.6.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE) ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Sakhisizwe Municipality

Department: Finance Department/ Supply Chain Management Unit

Contact Person: Y. Tofile

Tel: 045 931 1011

Fax: 045 931 1361

E-mail address: tofileym@gmail.com

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Nontsikelelo Nolawu (Chief Financial Officer)

Tel: 045 931 1011

Fax: 045 931 1361

E-mail address: mfpnolawu@gmail.com

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

1. CHECKLIST

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

- | | | |
|-----|--|---|
| 1. | Authority to Sign a Bid | Is the form duly completed and is a certified copy of the resolution attached? |
| 2. | General Conditions of Contract | Is the form duly completed and signed? |
| 3. | General Conditions of Tender | Is the form duly completed and signed? |
| 4. | Confirmation Pin from SARS | Is the Pin form SARS attached? |
| 5. | MBD 4 (Declaration of Interest) | Is the form duly completed and signed? |
| 6. | MBD 6.1 (Preference Points claim form 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? |
| 7. | MBD 7.2 (Contract form – Rendering of Services) | Is the form duly completed and signed? |
| 8. | MBD 8 (Declaration of Past Supply Chain Practices) | Is the form duly completed and signed? |
| 9. | MBD 9 (Certificate of Independent Bid Determination) | Is the form duly completed and signed? |
| 10. | Specifications | Is the form duly completed and signed? |
| 11. | Form of Offer | Is the form duly completed and signed? |
| 12. | Declaration by Tenderer | Is the form duly completed and signed? |

- | | |
|------------|---|
| SCHEDULE 1 | Data back up and Disaster Recovery Plan |
| SCHEDULE 2 | Computer System |
| SCHEDULE 3 | Human Resources |
| SCHEDULE 4 | Determination of Fees |

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2. INVITATION TO BID
RE: ADVERT FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE
PROVISION OF REVENUE EXPERT SERVICES FOR A PERIOD OF 36
MONTHS

SLM/SCM/22/2022/23

Bids are invited from duly qualified, capable and experienced bidders for the provision of revenue expert services for a period of 36 months.

Bid documents will be available from the Sakhisizwe Municipality website www.sakhisizwe.gov.za under vacancies and tenders and can also be accessed on www.etenders.gov.za

Completed bid documents are to be placed in a sealed envelope clearly marked the **BID No. SLM/SCM/22/2022/23**, and **Project Name** and must be deposited in the Bid Box, situated at the Finance Offices, 15 Maclear Road, Elliot, 5460 not later than **12h00 on Thursday 10 April 2024** at which all the BIDS will be opened in public.

Enquiries pertaining to terms of reference can be addressed to Mrs B. Lubelwana at (045) 931 1011 email address: cfo.sakhisizwe@gmail.com. All SCM Enquiries Ms Y Tofile (SCM) at 045 931 1011.

PREFERENTIAL PROCUREMENT REGULATIONS POINTS WILL BE AWARDED ACCORDING TO 80/20 SYSTEM (2022 PPR)

Price	-	80 Points
Specific Goals:	-	20 Points
- BBBEE		10 Points
- Locality		10 Points

FUNCTIONALITY ASSESSMENT Quality (functionality) will be evaluated based on the following:

FUNCTIONALITY ELEMENTS	DESCRIPTION	POINTS
COMPANY EXPERTISE	<ul style="list-style-type: none"> ✓ Company registered with the council of debt collectors. (25 Points) ✓ At least one director qualifies as a legal practitioner and a registered conveyancer. (20 Points) 	70
TEAM EXPERTISE	<ul style="list-style-type: none"> ✓ At least two personnel registered with the council of debt collectors. (15 Points) ✓ At least one tax practitioner registered with a Recognised Controlling Body. (10 Points) 	
METHODOLOGY AND APPROACH	<ul style="list-style-type: none"> • The service provider should attach a methodology or implementation plan as an annexure hereto. 	30

Where :1= Poor;2=Acceptable;3=Good;4=Very;5=Excellent

NB: BIDDERS THAT OBTAIN LESS THAN 70% OF THE FUNCTIONALITY ASSESSMENT WILL NOT BE CONSIDERED FOR FINANCIAL FURTHER ASSESSMENT.

N.B The following supporting documentation is to be included in the bid submission:

- **Certified copies of ID of all directors**
- Copies of company registration/founding statement e.g CK1,CK2 or trust document
- A confirmation Pin from SARS
- Certified copy of B-BBBEE certificate, it will only be considered if they were issued either by verification agencies accredited by the South African Accreditation System or by registered auditors approved by the independent Regulatory Board of Auditors (IRBA)
- All declaration forms (MBD1, MBD4, MBD6.1, MBD7.2MBD8, MBD9) in the document must be completed in full and failure to do so will result to disqualification.
- Form of offer must be completed and signed.

- All municipal rates and taxes of the tenderer must be paid where the business has its head or regional office and rates clearance certificate not older than 3 months must be submitted with the bid, failure to do so will result to disqualification.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- ✓ Only bidders registered on the National Treasury's Centralized Database will be Considered Visit www.csd.gov.za
- ✓ The Sakhisizwe Municipality Supply Chain Management Policy will apply;
- ✓ The Sakhisizwe Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- ✓ Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted;
- ✓ Bids submitted are to hold good for a period of 90 days;
- ✓ **Failure to submit any required documents will render the Tender non-responsive.**

**SG SOTSHONGAYE
MUNICIPAL MANAGER**

3. AUTHORITY TO SIGN A BID

1. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____ 20__, Mr/Mrs _____ (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of _____

(Name of Company) in his/her capacity as _____

Full name of Director	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE :	
PRINT NAME :			
WITNESS 1:		WITNESS 2:	

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. PARTNERSHIP

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 _____ (name of firm).

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

Full name of partner	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CLOSE CORPORATION

In the case of a close corporation 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.

By resolution of members at a meeting on _____ 20__ at _____, Mr/Ms _____, whose signature appears below, has been authorized to sign all documents in connection with this bid on behalf of _____ (Name of Close Corporation)

FULL NAME OF MEMBER	RESIDENTIAL ADDRESS	SIGNATURE

SIGNED ON BEHALF OF CLOSE CORPORATION:		DATE:	
PRINT NAME:			
IN HIS/HER CAPACITY AS:			
WITNESS 1:		WITNESS 2 :	

4. GENERAL CONDITIONS OF BID

CONTENTS

- 1. GENERAL CONDITIONS OF CONTRACT**
- 2. BID FORM**
- 3. COMPLETION OF BIDS**
- 4. SUBMISSION OF BIDS**
- 5. DATA TO BE FURNISHED AT BID STAGE**
- 6. WITHDRAWAL OF BIDS**
- 7. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY**
- 8. ACCEPTANCE OR REJECTION OF BIDS**
- 9. SITE INSPECTION/BIDDERS MEETING**
- 10. FAILURE TO RETURN BID DOCUMENTS**
- 12. EVALUATION OF BIDS**
- 13. BID VALIDITY PERIOD**
- 14. ACCEPTANCE OF BID**
- 15. PENALTIES**
- 16. CONTRACT ADJUSTMENTS**
- 17. CONTRACT PERIOD**

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Supply Chain Management shall apply to this contract. These general conditions shall be read in conjunction with the amendments and additions set out in the special conditions of contract.

2. BID FORM

All bids shall be made on the bid forms incorporated in this document.

3. COMPLETION OF BIDS

THE BIDDER SHALL COMPLETE ALL FORMS IN BLACK INK.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with SAKHISIZWE Local Municipality as early as possible during the bid period. Should any query be found to be of significance, SAKHISIZWE Municipality will inform all Bidders accordingly as early as possible.

4. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable. Bids, in sealed envelopes clearly marked

“Bid No: SLM/SCM/22/2022/23:

“RE:ADVERT FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF REVENUE EXPERT SERVICES FOR A PERIOD OF 36 MONTHS” and the Bidder’s name and address, and shall be delivered to SAKHISIZWE Local Municipality, Budget Office 15 Maclear Road Elliot 5460 not later than 12:00 on 11 April 2024. Bids may not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids will be rejected.

5. DATA TO BE FURNISHED AT BID STAGE

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

6. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by SAKHISIZWE Local Municipality before the closure of this bid.

7. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance.

The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

8. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

9. SITE INSPECTION/BIDDERS MEETING

THERE WILL BE NO SITE INSPECTION FOR THIS PROJECT

10. FAILURE TO RETURN BID DOCUMENTS

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

11. TAXES AND LEVIES

Bidders shall include Value Added tax (VAT) in their bid rates.

12. EVALUATION OF BIDS (BASED ON PREFERENTIAL PROCUREMENT REGULATIONS 2022)

Bids will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Regulations 2022 and Regulations thereto. These points will be allocated as follows:

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

Price

80 points will be awarded to the bidder submitting to the lowest bid.

Preference

10 points will be awarded to the bidder with the highest points for BBBEE and a further 10 points for local content.

FUNCTIONALITY ASSESSMENT FUNCTIONALITY ASSESSMENT

FUNCTIONALITY ELEMENTS	DESCRIPTION	POINTS
COMPANY EXPERTISE	<ul style="list-style-type: none">✓ Company registered with the council of debt collectors. (25 Points)✓ At least one director qualifies as a legal practitioner and a registered conveyancer. (20 Points)	50
TEAM EXPERTISE	<ul style="list-style-type: none">✓ At least two personnel registered with the council of debt collectors. (15 Points)✓ At least one tax practitioner registered with a Recognised Controlling Body. (10 Points)	
METHODOLOGY AND APPROACH	<ul style="list-style-type: none">• The service provider should attach a methodology or implementation plan as an annexure hereto.	30

Retrnable Documents (Non-Negotiable)

In order for your Bid to be considered for Functionality the following documents are required:

- Certified copies of IDs of all directors
- A certified copy of company founding statement e.g CK1, CK 2 or trust document.
- A confirmation letter from SARS
- A Confirmation of Registration from CSD.
- Certified copy of B-BBBEE certificate, it will only be considered if they were issued either by verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA)

- All municipal rates and taxes of the tenderer must be paid where the business has its head or regional office and a rates clearance certificate not older than 3 months must be submitted with the bid, and failure to do so will result in the bid being disqualified.
- All declaration forms (MBD1, MBD 4, MBD 6.1, MBD 7.2, MBD 8, MBD 9) in the document must be completed in full and failure to do so will result to disqualification.

Non submission of the above documents will lead to disqualification.

13. BID VALIDITY PERIOD

Bids must remain valid for a period of NINETY (90) days from the closing date of the bid.

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

14.

The Municipality does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

15. PENALTIES

In the event that the Service Provider fails to deliver as specified in Section 13 “Specifications, the Employer may withhold 10% of the invoice amount.

16. CONTRACT ADJUSTMENT

No contract adjustment will be allowed during this period and the rates are fixed.

17. CONTRACT PERIOD

THE CONTRACT PERIOD WILL BE 3 YEARS.

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

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITIONS:

- "Act"* means the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of section 83 thereof;
- "Assistant Municipal Valuer"* means a valuer as defined in terms of section 39 (2) of the Act;
- "Closing Date"* shall be 12 hours on the ____/_____/ 20__
- "Commencement Date"* shall mean the first day following the signature date;
- "Good Standing"* means that the Bidder and/or nominated person shall not be in any way lawfully indebted to the municipality, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder and/or nominated person has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
- "Final Delivery Certificate"* means the document issued by the municipality confirming that all known errors and defects have been rectified and that the services and valuation rolls have been rendered in compliance with the Act together with all other terms and conditions of this tender;
- "Letter of Acceptance"* means the written communication by the municipality to the Bidder recording the acceptance by the municipality of the Bidder(s) tender subject to any further terms and conditions to be included in the tender by agreement between the Bidder and the municipality;
- "Municipality"* shall mean the name of Municipality;
- "Municipal Valuer"* means a valuer as defined in terms of section 39 (1) of the Act;
- "Nominated Person"* means a valuer nominated by the Bidder who will comply with either the provisions of section 39 (1) or section 39 (2) of the Act;
- "Section"* means a section of the Local Government: Municipal Property Rates Act, 2004 (Act No. 6 of 2004) and any regulations made in terms of Section 83;

- "Signature Date" means the date of the signed letter of acceptance;
- "Substitute Nominated Person" means the person nominated to substitute the Municipal Valuer;
- "Tender" shall include: the form of tender and declaration, general tender conditions, tender specifications, all schedules and proposals completed and submitted by Bidder as the basis of services to be rendered and any further agreement entered into by the Bidder in terms of the Municipality's General Conditions of Contract and all other schedules thereto;
- "Bidder(s)" means the Bidder whose tender has been duly accepted by the Municipality;
- "Validity Period" shall be 90 days from the closing date of this tender;

INTERPRETATION:

- In this agreement, clause headings are for convenience and shall not be used in its interpretation, unless the context clearly indicates a contrary intention;
- An expression, which denotes:
Any gender, includes the other genders;
A natural person, includes a juristic person and vice versa;
This singular, includes the plural and vice versa;
- Any reference to any statute, regulation or other legislation or official municipal or national policy shall be a reference to that statute, regulation or other legislation or official municipal or national policy as at the signature date and as amended or re-enacted from time to time;
- When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/We hereby tender, to supply all or any of the requirements or to render all or any of the services described in the attached forms, schedules and/or annexures to the municipality; on the terms and conditions and in accordance with the specifications and proposals stipulated in the tender documents (and which shall be taken as part of and incorporated into, this tender); at the prices and on the terms regarding time for

delivery and/or execution inserted therein.

for
the I/We agree further that: the tender herein shall remain binding upon me/us and open acceptance by the municipality during the validity period indicated and calculated from closing date of the tender;

This tender and its acceptance shall be subject to the terms and conditions contained in the forms, schedules and/or annexures attached hereto with which I am/we are fully acquainted.

Notwithstanding anything to the contrary in the forms, schedules and/or annexures attached hereto:

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, that municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the municipality;

In such event I/we will then pay to the municipality any additional expense incurred by the municipality for having either to accept any less favourable tender or, if fresh Bidders have to be invited, the additional expenditure incurred by the invitation of fresh Bidders and by the subsequent acceptance of any less favourable tender;

The municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract; pending the ascertainment of the amount of such additional expenditure the municipality may retain such monies, guarantee or deposit as security for any loss the municipality may sustain, as determined hereunder, by reason of my/our default.

If my/our tender is accepted that acceptance may be communicated to me/us by letter or facsimile and that proof of delivery of such acceptance to SA Post Office or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The laws of the Republic of South Africa shall govern the contract created by the acceptance of this tender.

I/We have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rates(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/We accept full responsibility for the proper execution and fulfilment of all obligations

and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

Notwithstanding the amount or cause of action involved I/we hereby consent to the jurisdiction of the Magistrate Court for the district of the municipality in respect of any action whatever arising from this contract.

GENERAL TENDER CONDITIONS

1. All Bidder(s) are hereby advised that in the event that the tender is accepted by the municipality all conditions and stipulations set out in this tender and in all forms, schedules and/or annexures hereto, will be the contract between the Bidder and the municipality.
2. Bidder(s) are required to acquaint themselves and to comply in their tender with the following policy documents of the municipality:

2.1 PROCUREMENT

3. Tender documents are only in English.
4. Failure on the part of the Bidder to sign this tender for and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the municipality invalidate the tender.
5. If any of the conditions on this tender form are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.
6. Tender prices must be completed in terms of "**Schedule 3**" of the tender document.
7. Bidders must be submitted in sealed envelopes.
8. The tender number and closing date must appear on the front of the sealed envelope in which the tender is submitted.
9. All Bidder(s) are advised that it is an express condition of tender that all Bidder(s) and nominated person(s) will be required to show, as part of their tender, that they are in good standing with the Receiver of Revenue.

The Bidder and nominated person(s) (including its trustees, members or directors as the case must be) in good standing in respect of any levy, rates, fine, service charge or the like due to the municipality.

10. In the event of the Bidder and/or nominated person not being in good standing and that the

Bidder and/or nominated person is indebted to the municipality, as contemplated in this clause which arises after the signature date and before final payment has been made to the Bidder, the Bidder hereby consents to the municipality deducting from the amount of the tender awarded such amounts as may be lawfully owing to the municipality.

11. The municipality shall not be obliged to accept the lowest or any tender. Bidder(s) will be fully evaluated in terms of their experience, human resources, IT resources, data protection and recovery policy and the valuation system utilised by them. In this regard Bidder(s) will have to obtain a minimum rating of 50% before the tender is considered by the relevant tender committee of the municipality. Whilst price is a consideration, it will not form part of the initial evaluation/qualifying process.

It is important that only Bidder(s) with the necessary experience, qualifications and technical ability to carry out the requirements of this tender submit Bidders in regard hereto. Municipality will consider all prices and submissions made by the Bidder(s). Should the municipality during its consideration of the Bidders require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the municipality requesting all Bidder(s) to submit such a request or revision of the Tender Proposal.

The municipality shall not be obliged to accept the Bidder that has obtained the maximum number of points in terms of paragraph 24 **FORM "D"** of the Tender.

12. The Bidder undertakes that it will make itself and its members, officials, employees and agents aware of the appropriate regulations and by-laws of the municipality that might have application on the Bidder(s) activities in terms hereof.

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

6. PAST EXPERIENCE

13. Neither the municipality nor any official in the municipality will be held responsible for loss of a potential opportunity to tender due to the failure of the Bidder complying with any of the requirements of this tender.
14. The covering letter or other matter submitted with the official tender document may explain, amplify or illustrate, but not replace any part of the official tender document or the information furnished therein.
15. All data supplied by the municipality will be received by the Bidder at his risk. It will be the responsibility of the Bidder to check and verify the accuracy of data supplied by the municipality. Municipality shall not be held responsible for any inaccurate or incomplete data provided by them and the effect that such data may have on the valuations.

Bidder shall further ensure that notwithstanding the source of any data obtained or supplied to Bidder, such data is accurate and correct to enable accurate valuations to be compiled.

7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally of on the website www.sars.gov.za
6. 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

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

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 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, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: “in the service of the state” means to be –

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

² 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.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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 APPLICABLE PREFERENCE POINT SYSTEM

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

1.3 Points for this tender shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	
- BBBEE	10
- LOCALITY	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) “**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 PREFERENCE POINT SYSTEMS

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

80/20

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

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 points is allocated for price on the following basis:

$$Ps = 80 \left(1 + \frac{80/20 \cdot (Pt - Pmax)}{Pmax} \right)$$

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:

Table 1: 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) (To be completed by the organ of state)
Local Cooperatives	10
B-BBEE	10

B-BBEE

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

LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Sakhisizwe Local Municipality	10
Within the boundaries of Chris Hani District	5
Within the boundaries of the Eastern Cape	4
Outside the boundaries of the Eastern Cape or failure to provide proof	0

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. 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]

4.5. 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:

.....

.....

.....

.....

10. MBD 7.2 CONTRACT FORM-RENDERING OF SERVICES

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... 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 .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - 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 services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

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

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.....in my capacity as.....
accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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

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

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

5. CERTIFICATION

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

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

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

12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 2 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). 3 Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

SAKHISIZWE MUNICIPALITY

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

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

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

3 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.

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium 4 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:

- f) prices;
- g) geographical area where product or service will be rendered (market allocation
- h) methods, factors or formulas used to calculate prices;
- i) the intention or decision to submit or not to submit, a bid;
- j) the submission of a bid which does not meet the specifications and conditions of the bid; or
- k) 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.

2 *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.*

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



PART B – SPECIFICATIONS AND PRICING SCHEDULE

OBJECTIVES

- Uniform tender document
- What is required from the Revenue Expert?
- To clearly define scope of work
- Clear understanding of what data is to be collected and maintained
- To allow for constant monitoring and quality control
- To ensure data is fully protected
- To ensure compliance with the Promotion of Access to Information Act, Act 2 of 2000
- To ensure that suitably qualified and experienced professionals are appointed
- To ensure cost effective services are sourced;
- Development and maintenance of an ongoing data base

ADVERT FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF REVENUE EXPERT SERVICES FOR A PERIOD OF 36 MONTHS .

1. INTRODUCTION

The municipality is seeking to appoint a qualified and experienced Service Provider to assist the municipality with the provision of Revenue Expert Services for a period of 36 months.

3. OBJECTIVE

The objective of this bid is to achieve the following:

- ✓ Ascertain the value of revenue due to the municipality, which is in the hands of a third party at risk.
- ✓ Improve revenue collection of the municipality.
- ✓ Assist in the implementation of the revenue enhancement strategy.
- ✓ Skills transfer to key employees involved in the revenue management process.

4. SCOPE OF WORK

The scope of work is the:

- ✓ Review, collecting, claiming and recovery of revenue due to the municipality, which is in the hands of a third party at risk.
- ✓ Review tariffs and revenue generated by properties
- ✓ Identification of legal opportunities to reduce VAT liabilities and to address shortcomings of the municipal collection systems.
- ✓ Conduct all investigative and other measures to enable collection of revenue in the hands of third parties.
- ✓ To assist municipality to establish reliable and sustainable collection methodologies.

5. FINANCIAL ARRANGEMENTS

- ✓ The service provider will be paid a percentage of the amount recovered as a result of rendering the collection services.
- ✓ Payment to the service provider will be made upon receipt of the revenue into the bank account of the municipality.
- ✓ The services to be rendered at risk in that the municipality shall remain not liable if no revenue yield.

6. PRICING

- ✓ Please indicate your total tendered percentage which the service provider will charge for each category of revenue collected for services rendered.

6. PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

Bidder will be required to fully comply with the requirements of the Access to Information Act, Act 2 of 2000;

In terms of the Promotion of Access to Information Act, Act 2 of 2000, municipality is obliged and compelled to provide certain information to the general public;

The Bidder as part of his function in collecting data on behalf of the municipality will be required to comply with the provisions of the Promotion of Access to Information Act, Act 2 of 2000;

Accordingly, Bidder will be required to compile a manual as required in terms of Section 51 of the Promotion of Access to Information Act, Act 2 of 2000 and that such manual will be attached under **Schedule 10** hereof;

Bidder will not be required to provide information obtained in terms of Section (42) of the Act that is of a confidential nature, unless required to do so in terms of Section (44) of the said Act;

This directive should if possible be incorporated in the manual submitted in terms of the Promotion of Access to Information Act, Act 2 of 2000;

Bidder will however be required to supply any information that is of a general nature appearing in the valuation rolls and available to the public in the format prescribed by the municipality and against payment if so required;

Confidential Information is to be considered as information specific to a property and unique thereto where such information is not available to the general public;

Examples are: rentals, details of leases, purchase and sale of member's interest in a close corporation, sale of shares in a company owning property, turnover clauses etc. Such information may only be disclosed in terms of Sect (44) of the Act;

7. CONFIDENTIALITY

In the process of collecting data and information in terms of section 42 of the Act, Bidder will have access to sensitive and confidential information. All data accessed, obtained or collected by Bidder and/or data collectors must at all times be kept confidential and not be disclosed. Bidder will comply in full with the provisions of section 44 of the Act;

In addition, data may not be used for personal gain by the Bidder or the Bidder's business, any employee, sub-contractor or any agent of the Bidder or any other person, body or organization receiving the information or data through the Bidder, or any their employees or agents;

Failure to observe these conditions will constitute a breach of contract, which could result in termination of this contract;

7. PENALTIES

It is a specific condition of this tender that Bidder is required to perform his task to acceptable standards determined by the municipality;

In the event of Bidder not conforming to the standards required by the municipality as contained in the tender document, Bidder shall be given 30 days' written notice to remedy such default failing which, the municipality will be allowed to cancel this appointment without further notice;

Serious default of this contract shall include but not be limited to:

- Non-compliance to submission dates;
- Breach of confidentiality and/or conflict of interest;
- Non-compliance with the Act and any other conditions referred to in this tender;
- Dishonesty;
- Corruption;

In the case of dishonesty or corruption the municipality may terminate this appointment on immediate proof of conviction being made available to municipality.

In all of the other events, the municipality will give Bidder 30 days' notice to remedy such default, failing which the municipality shall cancel this tender without further notice or advise.

Municipality shall in either situation, have the right to appoint a registered professional revenue expert, with no less than ten years' registration, to act as an adjudicator on behalf of the municipality to investigate their suspicion. Such person shall consider the merits of the allegations made by the municipality.

The Nominated Person as well as the Bidder shall be obliged to provide all documentation required by such adjudicator as well as attend all sessions of inquiry and interviews with the said adjudicator. The adjudicator shall, in his findings and deliberations declare whether in his opinion the inadequate performance by the nominated person is a serious default or not.

The findings of the adjudicator will be handed to the municipality, the nominated person and Bidder. The municipality shall consider the findings of the adjudicator and shall thereafter take the necessary steps against the nominated person and/or the Bidder. The nominated person and/or Bidder shall have the right to reply in full to any questions, allegations or statements made by the adjudicator. The findings of the adjudicator shall be final and binding on both the Bidder and nominated person.

Should the municipality suffer any losses as a result of the default of Bidder and/or the nominated person/s, the municipality shall further be entitled to recover all costs or damages, resulting from such default as well as the cost of re-appointing an alternative

revenue expert and other financial losses suffered by the municipality, as a result of the default of Bidder and/or the nominated person/s.

8. DATA BACK UP AND DISASTER RECOVERY PLAN

All data collected by Bidder is the property of the municipality.

Bidder will be required at all times to fully protect such data against theft, data corruption, data espionage and data loss.

The maintenance and protection of data on behalf of municipality is critical and vital.

Bidder will ensure that all data protected and backed up is capable of being restored and reinstalled into the valuation system of either municipality or Bidder in less than seven working days from date of data disaster.

Where Bidder utilizes data collection methods such as aerial photographs, electronic measurements, GIS etc such data will also have to be fully protected and capable of restoration in the event of a data disaster. All such data will be made available to municipality in a format specified by municipality.

Municipality reserves the right to appoint either its own officials to assess the data protection and disaster recovery procedure or appoint independent specialists to evaluate and consider the merits and adequacy of the plan as set out under **Schedule 4** hereof.

Bidder will comply with the following minimum requirements for data protection and data recovery:

- Bidder will ensure that all data collected manually on paper be scanned into PDF document 'read only' format.
- Bidder shall keep an original copy of the document in conjunction with the document in electronic PDF format stored on magnetic based media.
- Bidder shall enforce all other static documents - formats are set as read only and set the relative permissions on GIS and all third party data.

- All data stored on any magnetic based media shall be hosted by an operating system capable of setting security permissions down to the individual file level.

- Bidder will ensure that all scanned documents attributes stored on magnetic based media are filled in accurately and to the requirements requested by the municipality.

- Bidder will ensure that all servers hosting the documents referred to in this paragraph and schedule be protected and accessed at server level by the Bidder(s) appointed network administrator/s only.

- Bidder will ensure strong password protection at the administrator level on the servers referred to in this section.

- Bidder(s) will ensure that data which is available to the public and not of a confidential nature is in 'read only format' and the original data or documents cannot be altered in any form whatsoever, whilst hosted on the Bidder's infrastructure or appointed third party service provider's infrastructure.
- Bidder may make use of approved 'open source' software products available on the market, to build proprietary systems, provided prior approval is obtained from the municipality in writing.
- All data output from a relational database system will be provided and made available in an approved format to municipality.
- Bidder will ensure that all data is backed up on a daily basis and verified.
- Bidder will ensure that 2 sets of media be created and used for backup purposes each set will be used and alternated on a separate weekly basis.
- Bidder will create a fortnightly backup independent of the weekly backups, to be stored off site from the next business day when the backup is completed.
- Bidder will ensure that a monthly backup be enforced on the last business day of the month, this backup set will be removed the next business day and stored off site in a secure facility.
- Bidder will ensure that this backup cycle be enforced for the duration of the tender.
- Bidder will adhere to and implement the backup software vendors 'best practice' specifications.
- Bidder will adhere to and comply with the backup hardware manufacturers specifications.
- Bidder will ensure that all backup hardware is serviced regularly; service intervals shall not exceed a period of 120 days between intervals.

Municipality may review and amend this requirement at any time to keep pace with changes in technology and equipment. Should municipality require that a revised basis of backup be implemented that is substantially different from that contained herein, they will consider a contribution towards the cost of Bidder, implementing such changes.

Municipality reserves the right to authorise and appoint a third party consultant, to check and monitor the data protection methods of Bidder during the duration of this tender.

Bidder shall ensure that the data protection policy implemented by Bidder is within the specifications and requirements of the municipality for the full period of this tender.

In the absence of a data protection policy, annexed to this tender the following minimum data collection specifications will apply to the appointed Bidder/s.

8.1 DATA TRANSFER

Bulk data transfer shall be made available to municipality in a format specified by municipality.

Municipality may request these tapes/media from time to time to verify and ensure data integrity.

Bidder may utilise optical based media technology for archiving purposes.

Bidder may utilise optical based media technology for data presentation.

Bidder will ensure that all optical based media be 'read only'.

Bidder will ensure secure site protocols are enforced for all website/internet available data.

Bidder will ensure that all data collected be transferred to municipality on a minimum of a fortnightly basis.

*** Note** These items are optional and may not be required by municipality. If municipality requires any of the above options they must indicate under this paragraph.

24. FUNCTIONALITY ASSESSMENT CRITERIA

Bidder will first be evaluated on the following functionality points scoring criteria and thereafter be subjected to a further evaluation regarding equity ownership, (HDI & SMME) other procurement requirements of the municipality and price.

Points for functionality will be determined in relation to the bidder's ability to meet the terms of reference as set out in this bid document and allocation points for functionality is as follows:

FUNCTIONALITY ELEMENTS	DESCRIPTION	POINTS
COMPANY EXPERTISE	<ul style="list-style-type: none"> ✓ Company registered with the council of debt collectors. (25 Points) ✓ At least one director qualifies as a legal practitioner and a registered conveyancer. (20 Points) 	45

TEAM EXPERTISE	<ul style="list-style-type: none"> ✓ At least two personnel registered with the council of debt collectors. (15 Points) ✓ At least one tax practitioner registered with a Recognised Controlling Body. (10 Points) 	
METHODOLOGY AND APPROACH	<ul style="list-style-type: none"> • The service provider should attach a methodology or implementation plan as an annexure hereto. 	30

For Bidder(s) to be considered for the next phase of evaluation, they must achieve a minimum rating of 70% under this paragraph.

The municipality will refer the Bidders after this evaluation process to the relevant tender committee for further adjudication and consideration.

It should be noted that the municipality will not be obliged to appoint the Bidder obtaining the highest points in terms hereof.

SCHEDULE 1

DATA BACK UP AND DISASTER RECOVERY PLAN

The minimum level of data protection and recovery plan will be as set out under paragraph 17 hereof.

In the event of Bidder not wishing to conform to such standards Bidder shall attach as **Schedule 4**, a complete proposal in this regard.

Municipality shall not be obliged to accept such proposal of Bidder and municipality reserves the right to refer the proposal of Bidder for evaluation by a recognised expert in the field of data backup and recovery

SCHEDULE 2

COMPUTER SYSTEM

Bidder to attach a detailed inventory of the current computer equipment owned by him as well as future computer needs necessary to comply with this tender. Bidder may appoint a specialist to assist him to meet the computer and IT requirements to comply with this tender.

Where the Bidder elects to employ a specialist organisation to assist him in regards to the computer requirements a proposal by such specialist must be attached hereto.

Municipality reserves the right to appoint a duly qualified computer expert to check, verify and confirm that the computer equipment, system and other IT resources of the Bidder, will adequately manage and cope with the requirements of this tender for the full duration of the tender.

SCHEDULE 3

HUMAN RESOURCES

Bidder and/or nominated person/s to complete the following schedule:

Schedule 6 must be accompanied by a human resources organogram of Bidder and nominated person/s

NAME OF PERSON	EXPERIENCE	YEARS OF EXPERIENCE	FULL TIME OR PART TIME ON PROJECT	PROFESSIONAL QUALIFICATIONS

SCHEDULE 4

PROJECT WORK PLAN

Bidder to attach as **Schedule 4** comprehensive work plan reflecting inter-alia: -

Work definition
Work flow
Timelines

Note the above schedule will together with the Key Task Functions under paragraph 18 hereof become the basis upon which the municipality will monitor the Bidder(s) progress and municipality shall be entitled to take action against Bidder if the above time limits and project plan are not adhered to. Municipality reserves the right to review the time frames indicated by the Bidder and enforce such time frames or deadlines as provided.

Bidder to include hereunder a work flow diagram or chart illustrating his understanding of the entire valuation process necessary to compile the valuations referred to in this tender.

The scoring of the tenderer's project work plan will be as follows: -

Rating	Description	Score
Poor	The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is a lack of clarity and logic in the sequencing.	2
Average	The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan.	9
Good	Besides meeting the "average" rating, decision points and the sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.	14

SCHEDULE 5

TAX CLEARANCE CERTIFICATE

Bidder must attach an original or certified copy of a current Tax Clearance Certificate here: -

SCHEDULE 6

PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

Attach an original or certified copy of the manual submitted in terms of the above Act here: -

SCHEDULE 7

PROOF OF REGISTRATION CERTIFICATES OF NOMINATED PERSONS

Attach an original or certified copy of the nominated person's registration with:

- (a) The council of debt collectors;
- (b) Legal practitioner and conveyancer;

SCHEDULE 8

COPIES OF DULY AUTHORISED RESOLUTIONS WHERE THE BIDDER IS NOT A NATURAL PERSON

Notes

**DELIVERY ADDRESS
MACLEAR ROAD
ELLIOT
5460**

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

14. FORM OF OFFER AND ACCEPTANCE

a) The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

RE: ADVERT FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF REVENUE EXPERT SERVICES FOR A PERIOD OF 36 MONTHS.

b) The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
In figures:	
In words:	

d) This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:		DATE
(Insert name and address of organisation)		
Signature of witness:		

FORM OF ACCEPTANCE

1. ACCEPTANCE

- a) By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer’s Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer’s Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- b) Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- c) The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
- d) Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).
- e) It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):			
Name(s):			
Capacity:			
For the Employer: Sakhisizwe Municipality, ERF 5556 Umthatha Road, Cala, 5455			
Name of witness:		Date:	
Signature of witness:			

15. DECLARATION BY TENDERER

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

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

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

SIGNATURE	NAME (PRINT)	
CAPACITY	DATE	
NAME OF FIRM		
WITNESS 1	WITNESS 2	