

EMAKHAZENI LOCAL MUNICIPALITY



RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR VAT RECOVERY/REVIEW FOR A PERIOD OF 36 MONTHS ELM 22/06/02

TENDER DOCUMENT

EMPLOYER:

EMAKHAZENI LOCAL MUNICIPALITY

25 Schepeers Street

Belfast

1100

Tel: (013) 253 7600

Fax: (013) 253 1696

NAME OF TENDERER :

.....

CENTRAL SUPPLIER DATABASE NO :

TAX COMPLIANT STATUS PIN :



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TENDERING PROCEDURES

THE TENDER

Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data
- T1.3 General Conditions of the bid proposal: Definitions



T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bid documents will be obtainable on payment of cash non-refundable document fee of **R350.00** per document from the offices of the Emakhazeni Local Municipality, 25 Scheepers Street, Belfast during office hours from 07H45 to 12h30 and 13h00 to 15h00 weekdays, or on supply of proof of EFT payment made into the following bank account: **FNB Current Account Number 62028195510 Branch Code 270351, Tender Reference number (Project Number and Company Name)**, the document can also be obtained on the municipality's website or **on the e-Tender Website at <http://www.etenders.gov.za/content/advertised-tenders>** at no cost.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in a envelope and externally endorsed with **Project No; and Description**; and be deposited in the Tender Box, Ground Floor, Emakhazeni Local Municipality, 25 Scheepers Street, Belfast, Mpumalanga. **The Tenders shall remain valid for a period of 90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Project number	Description	Availability of Tender document	Non-Compulsory Briefing session	Closing Date	Functionality %	Contact person
ELM 22/06/02	RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR VAT RECOVERY/REVIEW FOR A PERIOD OF 36 MONTHS	Tuesday the 14 th of March 2023	None	Wednesday the 12 th of April 2023 at 12h00	70%	Procurement enquiries: Mr. Joas Madiope at 013 253 7601 joas.madiope@emakhazeni.gov.za Technical enquiries: Ms. B. Mtshweni at 013 253 7655 busisiwe.mtshweni@emakhazeni.gov.za

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

MR. J.W. SHABANGU
MUNICIPAL MANAGER
EMAKHAZENI LOCAL MUNICIPALITY



EMAKHAZENI LOCAL MUNICIPALITY: RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR VAT RECOVERY/REVIEW FOR A PERIOD OF 36 MONTHS
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[MBD1] PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMAKHAZENI LOCAL MUNICIPALITY					
BID NUMBER:	ELM 22/06/02	CLOSING DATE:	12 APRIL 2023	CLOSING TIME:	12H00
DESCRIPTION	RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR VAT RECOVERY/REVIEW 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)					
Emakhazeni Local Municipality					
25 Scheepers Street					
Belfast, 1100					
Mpumalanga					
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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ 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	SUPPLY CHAIN		CONTACT PERSON	Busisiwe Mtshweni	
CONTACT PERSON	Joas Madiope		TELEPHONE NUMBER	013 253 7655	
TELEPHONE NUMBER	013 253 7601		FACSIMILE NUMBER	013 253 1889	
FACSIMILE NUMBER	013 253 1889		E-MAIL ADDRESS	busisiwe.mtshweni@emakhazeni.gov.za	
E-MAIL ADDRESS	joas.madiope@emakhazeni.gov.za				



PART B
TERMS AND CONDITIONS FOR BIDDING

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

**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:



T1.2 TENDER DATA

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

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

Clause No.					
F.1.1	The Employer is: EMAKHAZENI LOCAL MUNICIPALITY, P O Box 17, Belfast, 1100				
F.1.2	The tender document's contents is as follows: Part T1 : Tendering Procedures T1.1 Tender Notice and invitation to tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents T2.2 Returnable schedules Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance C1.2 Contract Data Part C2: Scope of work and bill of quantities Part C3: Pricing data				
F.1.4	The Employer's Representative is: <table border="1"> <tr> <td>Supply Chain Management Unit</td><td>Email: joas.madiope@emakhazeni.gov.za Tel: 013 253 7601</td></tr> <tr> <td>End user Department</td><td>Email: busisiwe.mtshweni@emakhazeni.gov.za Tel: 013 253 7655</td></tr> </table> Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents.	Supply Chain Management Unit	Email: joas.madiope@emakhazeni.gov.za Tel: 013 253 7601	End user Department	Email: busisiwe.mtshweni@emakhazeni.gov.za Tel: 013 253 7655
Supply Chain Management Unit	Email: joas.madiope@emakhazeni.gov.za Tel: 013 253 7601				
End user Department	Email: busisiwe.mtshweni@emakhazeni.gov.za Tel: 013 253 7655				
F.2.1	Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders: Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document .				
F.2.2	No clarification meeting:				
F.2.3	Date: N/A Starting time: N/A <table border="1"> <tr> <td>No late, faxed, emailed or other form of tender will be accepted. Completed tenders in Black ink in sealed envelopes and clearly marked ““RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR VAT RECOVERY/REVIEW FOR A PERIOD OF 36 MONTHS” must be placed in Tender Box at SCM Office,</td><td> Location: Emakhazeni Tender Box EMAKHAZENI LOCAL MUNICIPALITY 25 , Schepeers Street </td></tr> </table>	No late, faxed, emailed or other form of tender will be accepted. Completed tenders in Black ink in sealed envelopes and clearly marked ““RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR VAT RECOVERY/REVIEW FOR A PERIOD OF 36 MONTHS” must be placed in Tender Box at SCM Office,	Location: Emakhazeni Tender Box EMAKHAZENI LOCAL MUNICIPALITY 25 , Schepeers Street		
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**EMAKHAZENI LOCAL MUNICIPALITY: RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR
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	EMAKHAZENI LOCAL MUNICIPALITY 25 Schepeers Street, Belfast, 1100 Closing date: 12 April 2023 Closing Time:12h00	Belfast
F.2.14	Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification.	
F.2.15	The closing time for submission of tender offers and proposals is as mentioned in F.2.7 above and as stated in the Tender Notice and Invitation to Tender.	
F.2.16	All tenders received by the EMAKHAZENI LOCAL MUNICIPALITY will remain in the Municipality's possession until after the stipulated closing date and time.	
	The Tender offer validity period is 90 Days.	
F2.16.3	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered	
F2.23	The tenderer is required to submit with his tender: Non Submission of the following documents will results in automatic disqualification: (1) a copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation. (2) In case of Joint Venture – the Joint Venture Agreement. (3) proof of professional registration for the company	
F.3.1.1	Questions or queries must be submitted at least five (5) working days before the stipulated closing date and time of the tender. However, ELM shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Tenderer.	
F.3.6	After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the ELM.	
F.3.11.1	Evaluation of Tenders The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of ELM Supply Chain Management Policy which entails the balance between Financial Offer, Quality and preferences on 80-20 points system will be adopted. <u>EVALUATION CRITERIA (FUNCTIONALITY)</u> The Municipal SCM Policy & National Treasure Guidelines will be used for evaluation of prospective service providers as per the approved scoring system by the specification committee. The 80/20 point system shall be used for Evaluation of tender documents in terms of Preferential Procurement Point Framework Act. Received Responsive bids will be evaluated based on the following criteria: Stage 1 – Completeness & Functionality Stage 2 – Price and Specific goals Points Only bidder scored a minimum of 70 out of 100 points will be considered for price and specific goals.	



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FUNCTIONALITY POINTS:

NO.	DESCRIPTION	ELIMINATION FACTOR	POINTS OBTAINABLE
1.	Bidders are requested to submit proof of contracts ever entered into with local government institutions in the relevant field. • 1 - 10 contracts = 15 points • 11 - 20 contracts = 20 points • 21 and above = 25 points Bidders must attach appointment letters and signed service level agreements (SLAs).	Yes	25
2.	Good Standing Bidders must produce appointment letters and positive reference letters from clients • 1-2 reference letters = 5 points • 3-5 reference letters = 10 points • Above 5 reference letters = 15 points	No	15
3.	Director must possess a certified BCOM/BTECH degree in Taxation or equivalent qualification and must submit proof of membership with a recognised controlling body and SARS tax practitioner numbers for verification of good standing i) Portfolio of evidence* submitted (15 points) ii) Portfolio of evidence* not submitted (0 points) <i>(*Certified copies of qualifications, Proof of membership from controlling body and certified ID copies to be attached for point allocation)</i>	Yes	15
4.	The bidding company must be an Accredited CPD provider and must submit a detailed skills transfer plan • Detailed skills transfer plan with Certificate of Accreditation dated not older than 12 months - (10 points) • Detailed skills transfer plan without Certificate of Accreditation or dated older than 12 months - (0 points)	No	10
5.	The team leader must possess Certificate in Theory of Accounting (CTA) or equivalent, signed off SAICA Articles and must be a Chartered Accountant (SA) and registered with SAICA. i) Portfolio of evidence* submitted (15 points) ii) Portfolio of evidence* not submitted (0 points) <i>(*Certified copies of qualifications, Proof of membership with SAICA and certified ID copies to be attached for point allocation)</i> • Involvement in 1-5 similar or relevant projects = 5 points • Involvement in 6 and above similar or relevant projects = 10 points	Yes	25



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	6. System understanding and Methodology: Bidders are requested to provide a detailed analysis of the financial system as evidence of their capabilities to provide the required services. A detailed description of how the bidder proposes to manage the project for the successful implementation of the project, various stages and milestones clearly indicated.	Yes	10
	TOTAL		100
	NB: To enable to claim the above-mentioned points proof of all the points to be claimed must be submitted. 1. The minimum qualifying score for functionality is 70%. 2. Bidders who scored 70 points 70% and more on functionality will qualify for further evaluation on price and preference points. Bidders who scored less than 70% will be disqualified.		
F 3.15	If the Tender does not comply with the Tender conditions, the Tender will be rejected. If specifications are not met, the Tender will also be rejected. <u>With regard to the above, certain actions or errors are unacceptable, and warrants REJECTION OF THE TENDER, for example:</u> • The Master Registration Number and Tax compliance status PIN to enable the municipality to verify bidder's tax compliance status must be attached. • Non submission of company registration certificates. • Non submission of the proposal in the prescribed format • Pages to be completed, removed from the Tender document, and have therefore not been submitted • Failure to fully complete the schedule of quantities as required. • Scratching out without initialling next to the amended rates or information. • Writing over / painting out rates / the use of tippex or any erasable ink, eg. pencil. • Tempering with the original tender document in any way. • Not completing the document by black ink. • Failure to attend compulsory briefing meetings, if any. • The Tender has not been properly signed by a party having the authority to do so, according to Form C – "Authority for Signatory". • No authority for signatory submitted. • Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. • The Tenderer's attempts to influence or has in fact influenced the evaluation and/or awarding of contract. • The Tender has been submitted after the relevant closing date and time. • If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. • If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract.		



with the municipality or any other organ of state after written notice was given to that Tenderer performance was unsatisfactory.

- The declaration of interest form is not fully completed, or any false declaration.

2. Size of enterprise and current workload

Evaluation of the Tenderer's position in terms of:

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

3. Staffing profile

Evaluation of the Tenderer's position in terms of:

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

4. Good standing with SA Revenue Services

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

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

5. Penalties

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

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

80 – POINTS (FOR PRICE):

DESCRIPTION	ALLOCATED POINTS
Price Competitiveness	80



20 – POINTS (FOR SPECIFIC GOALS):

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

Regulations of disputes, objections, complaints and queries will be handled in accordance with Supply Chain Management Policy of EMAKHAZENI LOCAL MUNICIPALITY.

F3.16	In the event that no correspondence or communication is received from the ELM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.
F.3.16	The number of paper copies of the signed contract to be provided by the Employer is one.
F3.11.9	The quality criteria and maximum score in respect of each of the criteria are as given Municipal Supply Chain Management Regulations . The number of paper copies of the signed contract to be provided by the employer is one
F.3.11.9	The additional conditions of Tender are: 1. EMAKHAZENI LOCAL MUNICIPALITY may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2. The EMAKHAZENI LOCAL MUNICIPALITY reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.



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	The tenderer is to note that the following Additional Relevant Documents attached into Part 5 of this document will form part of this contract: (i) EMAKHAZENI LOCAL MUNICIPALITY Supply Chain Management Policy, (ii) ELM General Conditions of Contract
3.4.1	Written acceptance of the appointment letter is required not later than three (3) days from receipt of the of the letter.
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.12.2	The notice of termination shall be seven (7) calendar days.
4.6	The Service Provider shall receive instructions in writing only from the Employer or his designated representative.
5.7	On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 7 Days thereof give notice to the Employer.
8.4.1	The employer may terminate the Contract, over and above what is stipulated in the General Conditions of Contract, if the Service Provider (i.e. Service Provider) does not perform in accordance with the performance agreement that forms part of the appointment
14.2	Service providers will be paid within 30 calendar days from the date of receipt of correct invoice (as per the Employer's fee format and signed by the responsible person) by the Employer, submitted to the Finance Department of EMAKHAZENI LOCAL MUNICIPALITY's Offices, for the attention of the Employer's agent indicated in the appointment letter.



T1.3 GENERAL CONDITIONS OF THE BID PROPOSAL

1. Definitions

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

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

2. INTERPRETATION

2.1. APPLICATION

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

2.2. LANGUAGE

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

2.3. GOVERNING LAW

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

2.4. SINGULAR, PLURAL AND GENDER

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



2.5. HEADINGS AND SUB-TITLES

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

2.6. SCHEDULE AND FORMS TO BE COMPLETED BY THE BIDDER

2.6.1. Bidders must complete the proposal Documents where entries by the Bidder are required, in indelible black ink, and notice must be taken that tip-ex or any other corrective measures may not be used in the document.

2.6.2. All alterations must be initialled by the authorised submitter.

2.7. AMENDMENTS TO THE BID DOCUMENTS

2.7.1. AMENDMENTS BY THE BIDDER

2.7.1.1. Bidders shall not make any unauthorised amendment or addition to any part of the text or content of the proposal Documents. If any such unauthorised amendments, alterations or additions are made by the Bidder, these will be deemed to be of no force or significance in the Bid and will be ignored in the evaluation and adjudication of the Bid.

2.7.1.2. Any point of difficulty in the interpretation of the Bid Documents must be clarified with the Council as early as possible during the Bid Period. If a query by any Bidder is found to be of significance, the Council will inform all Bidders accordingly as soon as possible.

2.7.2. AMENDMENTS BY THE EMPLOYER

2.7.2.1. The Council shall be entitled, at any time prior to the Closing of Bids, to make any variation, amendment or addition to, or omission from the Bid Documents, including to the time and date set for the Closing of Bids, by the issuing of an Addendum (or Addenda).

2.7.2.2. Any Addendum so issued shall be deemed to form part of the Bid Documents and shall be communicated in writing to all parties who have acquired the Bid Documents from the Council.

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

2.7.2.3. No variation by the Council of the Bid Documents will be of any force or effect unless set out in an Addendum as described above, despite the fact that a variation of or amendment to the Bid Documents may have been implied in or may reasonably be inferred from any other document issued or statement made by the Council.

3. SIGNING OF BID

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



4. CONFIDENTIAL NATURE OF DOCUMENTS

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

5. COSTS INCURRED BY BIDDERS

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

6. ACCEPTANCE OF BID

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

7. PERIOD OF VALIDITY OF BIDS

- 7.1. The bids shall remain valid for a period of three (3) months or 90 days after the Closing date.
- 7.2. Prices must be firm during this period and not linked to any exchange rate whatsoever.

8. REPUDIATION OF BID OR INVALIDATION OF CONTRACT

- 8.1. If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledge of the Bidder:
 - 8.1.1. Has offered, promised or given a bribe or other gift or remuneration or reward to any person in connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining a contract; or
 - 8.1.2. Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or
 - 8.1.3. Has entered into an agreement or has made an arrangement, whether legally binding or not, with another person, firm or company to:
 - 8.1.3.1. Refrain from bidding for this Contract; or**
 - 8.1.3.2. as to the amount of the Bid to be submitted by either party;
 - 8.1.3.3. Except only where such other person or firm is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council; or
 - 8.1.4. Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:
 - 8.1.4.1. the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or



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8.1.4.2. such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;

8.1.5. The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.

9. BIDDER'S ADDRESS FOR THE DELIVERY OF NOTICES

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

10. ADDITIONAL INFORMATION REQUIRED

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

11. TAXES AND LEVIES

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

12. CLEARANCE FROM MUNICIPALITIES

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

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

- 13.1. No bids will be considered from persons in the service of the state

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

- 13.1.1.1. a member of any municipal council;
- 13.1.1.2. a member of any provincial legislature; or
- 13.1.1.3. a member of the national Assembly or the national Council of provinces;
- 13.1.1.4. a member of the board of directors of any municipal entity;
- 13.1.1.5. an official of any municipality or municipal entity;
- 13.1.1.6. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- 13.1.1.7. a member of the accounting authority of any national or provincial public entity; or
- 13.1.1.8. an employee of Parliament or a provincial legislature.



14. SPECIAL CONDITIONS OF THE BID PROPOSAL

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



T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right to terminate the contract.



T2.2 RETURNABLE DOCUMENTS

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

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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



FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

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

1. **Name of Enterprise:**

2. **VAT Registration number, if any:**

3. **Do you have an office within EMAKHAZENI LOCAL MUNICIPALITY area of jurisdiction?**
YES or NO (Please tick correct response)

3.1. Street address of office:

3.2. Telephone number: (not cell phone number).....

3.3. Fax No. :.....

3.4. Person in charge of office on a full time basis:

3.5. Number of staff in this office:

4. **Particulars of shareholders and partners in the firm:**

Name	Identity Number	Personal Income Tax Number

5. **Particulars of companies and close corporations:**

Company Registration Number:

Close Corporation Number:

Tax reference Number:

6. **Record in the service of the state:**

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

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province



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- ☐ a member of the board of Directors of any Municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following information:

Name of sole proprietor, partner, director, manager or principal stakeholder or stakeholder	Name of Institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within the last 12 months

SIGNED ON BEHALF OF THE TENDERER:



FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A2” needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

On _____ (date)



RESOLVED that:

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

Bid / Project Number: _____ {insert number}

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

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

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number : _____ (code)



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

Note:

- * Delete which is not applicable*
- NB.** *This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid*
- Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page*
- Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.*



ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

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

2. For Companies

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

3. For Joint Venture Agreements

Copy of the Joint Venture Agreement in accordance with the Tender Data between all the parties, as well as the documents in (1) or (2) of each Joint Venture member.

4. For tenderer's shareholders

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



FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

SIGNED ON BEHALF OF THE TENDERER:



FORM C: DECLARATION OF INTEREST

MBD 4

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

- 1 Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- the bidder is employed by the State; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹ "State" means:

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

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



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2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:



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2.9 Do you, or any person connected with the bidder, have any relationship(family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars:

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:



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

Full Name	Identity Number	Personal Tax Reference Number

4. DECLARATION

I, the undersigned (name) _____

certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

Signature

Date

Position

Name of bidder



FORM D

AUTHORITY OF SIGNATORY

Details of person responsible for tender process and duly authorized to sign all documents in connection with this Tender:

Name :

Contact number :

Office Address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents)

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr / Ms

has been duly authorized to sign all documents in connection with the Tender for: **ELM 22/06/02: : RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR VAT RECOVERY/REVIEW FOR A PERIOD OF 36 MONTHS** and any Contract which may arise there from on behalf of

(BLOCK CAPTIALS)

Pro-Forma

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

NAMES OF SIGNATORY
.....

AS WITNESSES: 1.

2.



PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner: Responsible Personnel:		Signature: Designation:
Responsible Personnel:		Signature: Designation:
Responsible Personnel:		Signature: Designation:
Responsible Personnel:		Signature: Designation:
Responsible Personnel:		Signature: Designation:



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



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

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

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



CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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



FORM F DECLARATION OF GOOD STANDING REGARDING TAX

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

MBD 2 Tax Pin Requirements

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

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

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM F:

- ☐ Proof of Registration with Central Supplier Database (CSD)
- ☐ SARS TAX PIN



FORM G: FINANCIAL REFERENCES

DETAILS OF BIDDERS BANKING INFORMATION

Notes to Bidder:

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

BANK NAME:									
ACCOUNT NAME: (e.g. ABC Civil Construction cc)									
ACCOUNT TYPE: (e.g. Savings, Cheque etc)									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer:

Signature: Date:

Full name of signatory:



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



FORM H: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER



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

Important: Note the following

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



FORM I: PREFERENCE SCHEDULE

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;



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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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



DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. 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]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;



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- 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:
.....
.....



FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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.



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 Institution)

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;



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- (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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



FORM K PROPOSED KEY PERSONNEL

Please attach CVs of the proposed key personnel.

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

SIGNED ON BEHALF OF THE TENDERER:



FORM L

SCHEDULE OF INFRASTRUCTURE OF FIRM

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

SIGNED ON BEHALF OF THE TENDERER:



**FORM M: SCHEDULE OF PROPOSED SUB-
CONTRACTORS/SUPPLIERS/CONSULTANTS**

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

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

SIGNED ON BEHALF OF THE TENDERER:



FORM N SCHEDULE OF PREVIOUS EXPERIENCE

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

Description	Value (R) VAT excluded	Year(s) work executed	Reference			
			Name	Organisation	Tel no	FAX No.

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

SIGNED ON BEHALF OF THE TENDERER:



FORM O DECLARATION OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

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

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

SIGNED ON BEHALF OF THE TENDERER:



FORM P SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

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

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

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

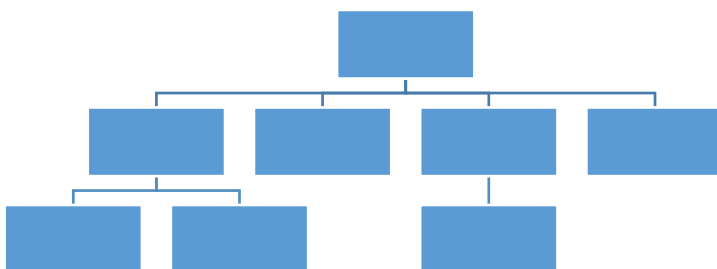
SIGNED ON BEHALF OF THE TENDERER:



FORM Q TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

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



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

SIGNED ON BEHALF OF THE TENDERER:



FORM R FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa
(hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorized hereto by a resolution dated _____/20____,
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____/20____, with the
Emakhazeni Local Municipality who require this indemnity from the contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless
the Emakhazeni Local Municipality in respect of all loss or damage that may be incurred or sustained by the
Emakhazeni Local Municipality by reason of or in any way arising out of or caused by operations that may be
carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims
that may be made against the entity in consequence of such operations, by reason of or in any way arising out
of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or
other expenses that may be incurred by the entity in examining, resisting or settling any such claims; for the
due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



AGREEMENT AND CONTRACT DATA

C1.1 Form of offer and acceptance

C1.2 Contract Data



C1. FORM OF OFFER AND ACCEPTANCE

PART 1: FORM OF OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR VAT RECOVERY/REVIEW FOR A PERIOD OF 36 MONTHS.**

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

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

THE OFFERED TOTAL AMOUNT INCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R (in figures),

This Offer may be accepted by the Employer by signing and affixing a stamp to 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 Service Provider in the Conditions of Contract identified in the Contract Data.

Signature: _____ Date: _____

Name: _____

Capacity: _____

For the Tenderer: _____

(Tenderer's address)

Name &
Signature of
Witness _____ Date _____



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PART 2: ACCEPTANCE *(To be completed by the Employer)*

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 Provider 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.

The terms of the contract, are contained in

- | | |
|---------|---|
| Part C1 | Agreements and Contract Data, (which includes this Agreement) |
| Part C2 | Scope of work and Bill of quantities |
| Part C3 | Pricing data |

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 6 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender 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 Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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). Unless the Tenderer (now Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature: _____ Date: _____

Name: _____

Capacity _____

For the Employer _____

(Name and address of organisation)

Name &
Signature of
Witness _____ Date _____



PART C2. SCOPE OF WORK AND BILLS OF QUANTITY

C2.1. SCOPE OF WORK

The scope of contract calls for the appointment of a suitably qualified and experienced Service Provider for the review/recovery and calculation of Value Added Tax (VAT) apportionment percentage and application thereof for a contract duration of three (3) years from date of appointment.

SCOPE OF WORKS

The scope of works entails a VAT review of the apportionment percentages calculations and general ledger **and** VAT recovery for the current year.

DETAILED SPECIFICATION

1.1 VAT Review

- (a) VAT is the only tax that has a direct impact on the financial affairs of a Municipality.
- (b) The application of the Value Added Tax Act, Act No. 89 of 1991, is a complex issue and not easy to interpret and contains numerous exceptions and provision. Given the fact that the financial implications of such actions can be detrimental to the Municipality and the prescription period of this claim proviso (i) of section 17 of the VAT Act that limits the period in which a vendor may claim an input deduction to five (5) years.
- (c) Facilitate a VAT review, which includes a review of the current status of the treatment of VAT by the Municipality's accounting system to ensure appropriate application of the relevant provisions of the VAT Act to ensure optimal claiming of the input tax and appropriate declaration of the output tax timeously.
- (d) Detail examination into the general ledger where VAT was potential not claimed.
- (e) Calculate the apportionment percentage based for the current year.
- (f) Apply the recalculated apportionment percentage to the mixed supply expenses and the amount of under or over payment of input tax, if any.

1.2 VAT Recovery

- (a) Review the VAT treatment of equitable shares and all other grants, conditional and unconditional, to ensure that the treatment is correct from a VAT, as well as a grant condition point of view.
- (b) A comprehensive written report must be submitted on the findings of the review/recovery identifying risk areas, internal control weaknesses and recommendations for improvement;
- (c) Working papers of all relevant calculations should be handed over to the Municipality.

The VAT review/recovery process should include for the following:

1.2.1 VAT Reconciliations

- (a) Obtain input and output figures from the general ledger per tax period.
- (b) Obtain copies of the VAT 201's submitted to SARS.
- (c) Reconcile the input figures from the general ledger with the input figures reflected on the VAT 201's (Submit an electronic reconciliation of the input VAT as per the financial system of the Municipality and compare the reconciliation with the figures as per the SARS system (VAT201)).
- (d) Reconcile the output figures from the general ledger with the output figures reflected on the VAT 201's (Submit an electronic reconciliation of the output VAT as per the financial system of the Municipality and compare the reconciliation with the figures as per the SARS system (VAT 201)).
- (e) Reconcile the figures on the VAT 201 returns to the VAT report from the financial system.
- (f) Investigate differences.



1.2.2 VAT Input Reconciliation

- (a) Obtain detailed line-by-line general ledger transactions electronically from the system.
- (b) Link the line-by-line detailed transactions of the general ledger VAT input account(s) to the different lines of the different account transactions.
- (c) Reconcile the above linked line-by-line transactions per the expense account to identify instances where VAT registered was not accounted for in the VAT 201 - code these exceptions as; supplier not VAT registered / require valid tax invoice from supplier / no VAT to be claimed / valid VAT saving / VAT charged but supplier not registered for VAT.
- (d) Investigate expenses (general ledger entries) where no VAT as claimed by obtaining invoices/supporting documentation.
- (e) The Service Provider to have its own team of staff members to retrieve incorrect, lost, misfiled or misplaced invoices from Municipal suppliers.
- (f) Where VAT as charged by non-VAT vendors, the Service Provider is to recover the VAT charged.
- (g) Investigate journals.

1.2.3 VAT Output Reconciliation

- (a) Obtain detailed line-by-line general ledger transactions electronically from the system.
- (b) Link the line-by-line detailed transactions of the general ledger VAT output account(s) to the different lines of the different income account transactions.
- (c) Perform a detailed breakdown of the debtor's sub-ledgers transactions to review the allocation of VAT.
- (d) Reconcile the VAT linked with the VAT per income stream to identify instances where VAT was incorrectly accounted for in the VAT 201
- (e) Investigate exceptions; Investigate journals.
- (f) Verify income with bank statements/bank reconciliation.

1.3 The Detailed VAT Review Process

- (a) The successful tenderer will be required to conduct a thorough and meticulous VAT review of the Municipality's general ledger control accounts in relation to VAT transactions to ensure that the Municipality has correctly accounted for VAT on all the expenditure and revenue.
- (b) Review of the VAT report from the financial system to ensure that output tax was declared on all receipts for taxable receipts from customers and input tax claimed for all payments made to VAT vendors.
- (c) An investigation of the accounting system including correct flagging/coding of all expenditure and revenue votes to ensure all votes have been correctly set up for VAT.
- (d) Establish the impact for the years under review if there is any over/under/claimed input and output due to the general ledger being incorrectly set up for VAT.
- (e) Address unresolved pertinent issues that have a direct influence on VAT; such as equitable share and conditional grants.
- (f) Calculate the required VAT adjustments resulting from the review, if any, inclusion on the relevant VAT return.
- (g) Transfer of skills to Municipal staff regarding all VAT facets should take place within the contract period.

1.4 A Detailed Examination into the Municipality's General Ledger, Journal Vouchers, Tax Invoices to ascertain if VAT was claimed due to:

- (a) The supplier being recorded as a non-VAT vendor on the system but there is proof otherwise.
- (b) Incorrect classification of votes for VAT purposes eg. classified exempt and VAT originally claimed.
- (c) The supplier does attract VAT, but this was omitted.



1.5 VAT Apportionment Percentage Review

- (a) Analysis of computation of current apportionment ratio applied.
- (b) Review and recalculate the apportionment ratio for the current and previous five (5) years as per approved formula.
- (c) Apply the recalculated apportionment percentage to determine:
 - (i) whether the VAT apportionment percentage has been correctly calculated;
 - (ii) whether the VAT apportionment percentage has been correctly applied; and
 - (iii) the amount of under or over paid input tax, if any.
- (d) Create Excel models that will be used as a basis to calculate apportionment percentage for this period.
- (e) Calculate the required VAT adjustments resulting from the review, if any, inclusion on the relevant VAT return.
- (f) Provide detail workings for the calculation of the apportionment percentages/ adjustments in excel for the Auditor General and SARS.
- (g) Assist the Municipality in completing the VAT return(s), making declaration of liabilities/ receivables if any and completion of any necessary documentation that may be required to claim from SARS.
- (h) Liaise directly with SARS on all re-calculation workings and response to queries to obtain any refunds due the Municipality.

1.6 The methodology and procedures applied during the verification process ensure that the savings and exposures identified are 100% verifiable to any 3rd party, i.e. SARS or the Auditor General. The procedures applied must comply with the VAT Act.



C4 Bill of Quantities / Schedule of Activities

VAT recovery services are generally based on hourly rates and typically detailed VAT201 return submission budgets can only be drawn up once the appointed service provider has been able to assess the likely extent of each VAT201 return. The guide on hourly fee rates for consultants, was issued by the department of Public Service and Administration, as a cost containment measure. These have been considered to comply with Local Government: Municipal Finance Management Act, 2003 Municipal Cost Containment Regulations, 2019, which states that;

(2) An accounting officer must adopt a fair and reasonable remuneration framework for consultants considering the rates –

- (a) Determined in the "Guideline on fees for audits undertaken on behalf of the Auditor – General of South Africa ", issued by the South African Institute of Chartered Accountants.
- (b) Set out in the "Guide on Hourly Fee Rates for Consultants ", issued by the Department of Public Service and Administration; or
- (c) As prescribed by the body regulating the profession of the consultant.

After having considered the AGSA rate and the DPSA rates stated above, as Emakhazeni Local Municipality (ELM) in the Local sphere of Government and to comply with the cost containment measures issued by National Treasury, below is the maximum rates that we are offering. The ELM rates are derived from the Average of the AGSA and DPSA rates less 10%. Should the calculated ELM rates be above AGSA and DBSA rates we will limit the rates to the lowest reasonable rate. ELM rates will be adjusted annually based on the CPI headline year-on-year rates.

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



C.5 PRICING DATA

C.5.1 PRICING INSTRUCTIONS

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