

REQUEST FOR QUOTATION (RFQ) DOCUMENT

In terms of the B-BBE ICT Sector Council Procurement Policy.

SECTION A

RFQ NO:	06/04/AFS/001
RFQ REASON:	PROVISION OF ACCOUNTING SERVICES FOR COMPILATION OF COUNCILS ANNUAL FINANCIAL STATEMENTS 2020/2021
CLOSING DATE:	15 December 2021
CLOSING TIME:	17H00

BRIEFING SESSION DATE, TIME, AND VENUE: There will be no briefing session.

NB: RFQ responses must be scanned and properly emailed to tenders@ictsectorcouncil.org.za on or before the closing date and before the closing time. No late RFQ offers will be accepted under any circumstances. RFQ offers must be scanned and submitted via email with the subject line properly marked in terms of the RFQ number and RFQ description as indicated above. Emails with attachments should be a maximum size of 20 MB and if it is too large to send in one email, please send in part emails using part numbers for every email.

ADDRESS: COZA HOUSE, GAZELLE CLOSE, CORPORATE PARK SOUTH, MIDRAND, SOUTH AFRICA, 1685

This RFQ Document (which includes the Form of Offer and Acceptance) completed in all respects, by the Responsible Person, must be submitted via email with the name and address of the Responsible Person, the RFQ number, and title, in the email subject line before closing time.

Please note that this is a generic document used for services, and for different types of tenders. Therefore, there might be sections that are not applicable for this tender. Please indicate them as not applicable and sign the document as required.

RFQ FORMS FOR COMPLETION (COMPULSORY)

1. REQUEST FOR QUOTATION

RFQ NUMBER: 06/04/AFS/001

COMPULSORY BRIEFING SESSION: THERE WILL BE NO BRIEFING SESSION

RFQ CLOSING DATE & TIME: 15 December 2021 AT 17H00

PROVISION OF ACCOUNTING SERVICES FOR COMPILATION OF COUNCILS ANNUAL FINANCIAL STATEMENTS

Tenders are available for download from B-BBEE ICT Sector Council website:
www.ictsectorcouncil.org.za

ANY ENQUIRIES RELATING TO THE BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

Contact Person: The Acting Secretariat Ms Sarah Murray

E-mail address: tenders@ictsectorcouncil.org.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

All prospective bidders are required to:

- Be registered on National Treasury's Central Supplier Database. Registrations can be completed online at: www.csd.gov.za; and
- Provide CSD report with their CSD registration number attached within their proposals.

Request for Quotation

1. DETAILS OF RESPONSIBLE PERSON

1.1 Name of firm / entity /enterprise:

.....

Trading as (if different from above)

1.2 Company registration no:.....

1.3 Company Income Tax no:.....

1.4 VAT registration no:

1.5 Any other registration applicable to this Industry.....

Postal address	Postal Code _____
Physical address	Postal Code _____
Contact details of the Person signing the Tender:	Name: _____ Telephone: _____ Cellular _____ E-mail address: _____
Contact Details of the Responsible Person 's proposed Project Manager who will represent the Responsible Person in the implementation processes:	Name: _____ Telephone: _____ Cellular _____ E-mail address: _____
Contact Details of the Person responsible for Accounts / Invoices:	Name: _____ Telephone: _____ Cellular _____ E-mail address: _____

2. GENERAL CONDITIONS OF RFQ

- 2.1 Bids must be submitted with all official Bid Forms that are contained within this RFQ document and duly completed.
- 2.2 Bids must be emailed to the correct email address that is indicated in the RFQ document, and must be delivered timeously, as late bid submissions will NOT be accepted for consideration.
- 2.3 Late submissions will not be accepted under any circumstances. The email submission shall be locked at exactly 17:00 and tenders arriving only a second after 17:00 or any time thereafter **will not** be accepted under any circumstance. Responsible Persons are therefore strongly advised to ensure that their tenders, when dispatched, allow enough time for any unforeseen events that may delay the delivery of the tender.
- 2.4 **The Tender, including the returnable address, must be submitted via email with subject line, marked with:**
- 1) RFQ Number and Description
 - 2) Closing Date and Time of the Tender
 - 3) The Name and Address of the Responsible Person
- 2.5 This Bid is subject to the Procurement Policy of the B-BBEE ICT Sector Council and, if applicable, any other special conditions of contract as specified.
- 2.6 The successful bidder will be reduced to a contract by signing the acceptance of offer.
- 2.7 It is an absolute condition that the taxes of the bidder must be in order.
- 2.8 A Tax Compliance Status must be submitted with the RFQ proposal on or before the closing date and time of the tender. Failure to submit a valid Tax compliance status may invalidate the tender.
- 2.9 Each party to a consortium of sub-contractors must submit a separate Tax compliance status. Application forms for the renewal of/ or application for a Tax compliance status is available at any Receiver's Office (SARS).
- 2.10 All the documents reflected in this request must be completed and returned with this RFQ proposal. Failure to submit completed documents with the RFQ proposal may invalidate the RFQ proposal.
- 2.11 Failure to submit a valid or certified BBBEE Certificate or a sworn affidavit for EMEs and QSEs will result in zero preference points being awarded for BBBEE.
- 2.11.1 RFQ forms contained within the RFQ Document, requesting information, have been drawn up so that certain essential information is furnished in a specific manner and format.
- 2.12 Any additional particulars should be furnished on this document where appropriate, or in a separate annexure.
- 2.12.1 Should the bidder desire to make any departures from, or modifications to this tender/ bid or to qualify its quotation in any way, the RFQ shall clearly set out its RFQ departure/ modification as an Annexure, or alternatively state the content in a covering letter attached to the RFQ proposal referred to herein, failing which, the RFQ shall be deemed to be unqualified unless it conforms **exactly** with the requirements of this tender. Unless otherwise specified and stipulated in writing, any part of the Responsible Person's tender/bid which deviates from any terms and conditions stated within the RFQ document, shall be of no force or effect.
- 2.13 This RFQ document, together with associated forms and annexures, may NOT be retyped or re-drafted, but photocopies or reprints may be prepared and used.
- 2.14 This RFQ document, together with associated forms and annexures, may NOT be filled in by means of mechanical devices. A black ink pen should be used to fill in this RFQ document.

- 2.15 Bidders should check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
- 2.15.1 The RFQ price shall be open for **acceptance for a period of at least 90 calendar days after the closing date of the tender**. It should be noted that Responsible Person s may offer a shorter validity period, but their bid may in that event, be disregarded for such a reason. Responsible Person s shall clearly state whether or not prices will remain firm for the duration of the contract. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange of variations) will not be considered. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 2.16 Failure to have the Price declaration of this RFQ document signed by a duly authorized person will constitute non-commitment by the bidder of the RFQ price, and **the bid will be invalidated**.
- 2.17 All prices shall be quoted in South African currency and be **VAT inclusive**.
- 2.18 Council reserves the right to only accept part of the submitted bid by a supplier.
- 2.19 Council reserves the right to withdraw this tender.
- 2.20 Unless specifically provided for in the RFQ document, no tenders will be considered if submitted or transmitted by telegram, telex, facsimile, e-mail or similar apparatus.
- 2.20.1 It should be noted that Council reserves the right to accept or reject any RFQ proposal without being obliged to give any reasons in this respect.
- 2.21 The bidder's **company letterhead** must be used for the proposal's cover letter
- 2.21.1 The correct RFQ reference number (See the front page of this RFQ for the RFQ Number) must be quoted and the bidding company's name must appear on all pages of the proposal.
- 2.22 All pages of the proposal must be **initialled** by the responsible person.
- 2.23 Only those Responsible Person s who score a minimum score of **75%** points and above in respect of the Functionality criteria will be considered.
- 2.24 The Functionality Criteria is contained towards the end of this document.
- 2.25 The persons named in the Schedule of Key Persons of Responsible Person s who satisfy the minimum quality criteria may be invited to an interview if the need arises.

3. RESPONSIVENESS CRITERIA OF SUBMISSIONS

No RFQ will be considered unless it meets the following responsiveness criteria:

- 3.1 The RFQ must be properly received indicating the description of the and the RFQ number for which the RFQ is submitted.
- 3.2 The RFQ must be emailed to the relevant email as indicated on the notice of the RFQ on or before the closing date and time of the Tender.
- 3.3 The official RFQ document must be fully completed in black ink and must not be dismembered. Where information requested does not apply to the Responsible Person and the space is left blank, it will be deemed to be not applicable.
- 3.4 All requested relevant and/or additional documentation must be submitted with the RFQ on or before the closing date and time.
- 3.5 If the entity submitting a RFQ is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information.
- 3.6 The Responsible Person must be in good standing to do business in terms of Companies Act of South Africa.
- 3.7 Complies with the requirements of the Specification.
- 3.8 Adheres to Pricing Instructions.

3.9 Complies in full and observes the requirements of the Notice to Responsible Person s (if applicable).

3.10 In addition to the terms and conditions stipulated in this document, for the RFQ to be considered responsive, the Responsible Person must submit the following RFQ information:

- A fully completed and signed RFQ Form;
- The Responsible Person 's Details;
- The necessary document authorising the Representative to sign and submit the RFQ on the Responsible Person 's behalf;
- The Declaration by Responsible Person.

4. PRICE AND PAYMENT SCHEDULE

4.1 The Responsible Person shall supply all the price information required in the price schedule, failure to do so shall invalidate the Tender.

4.2 No claim for price escalation will be considered unless it is specifically stated that this RFQ is subject to adjustment. Failure to complete this clause will result in the RFQ prices being deemed to be firm.

4.3 Notwithstanding anything to the contrary contained in the Conditions of Tender, Memorandum of Agreement or the Price Schedule, any claim for an increase in the RFQ prices herein quoted shall be submitted in writing.

4.4 When submitting any such claim, the Responsible Person shall indicate the actual amount claimed for each item. A mere notification of a claim for an increase without stating the new price claimed for each item shall, for the purpose of Prices charged by the supplier for services performed under the contract shall not vary from the prices quoted by the supplier in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for RFQ validity extension, as the case may be.

4.5 The method and conditions of payment to be made to the supplier under this contract shall be specified.

4.6 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

4.7 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of statement by the supplier.

4.8 Payment will be made in Rand unless otherwise stipulated.

5. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

5.2 If at any time during performance of the contract, the supplier or its sub-Contractor(s) encounters conditions impeding timely delivery and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the

supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time

For performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by the amendment of the contract.

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

5.4 A delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, unless an extension of time is agreed upon pursuant to paragraph 9 without the application of penalties.

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

6. PENALTIES

6.1 Subject to 7.1, if the supplier fails to deliver any or all of the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract.

7. FORCE MAJEURE

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

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

8. TERMINATION FOR INSOLVENCY

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

9. SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. The Council will have the final word in the resolution of disputes.

10. GOVERNING LANGUAGE

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

11. TRANSFER OF CONTRACTS

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

12. AMENDMENT OF CONTRACTS

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

13. EVALUATION OF TENDERS

13.1 All Tenders received shall be evaluated in terms of Functionality, Price and BBEE.

13.2 Council reserves the right to accept all, some, or none of the tenders submitted – either wholly or in part – and is not obligated to accept the lowest tender.

14. VALUE ADDED TAX

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice if the Responsible Person is VAT registered. The RFQ price will read: **Total Value of Service excluding VAT.**

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R1m should, in addition to the other required information, also disclose the VAT registration number of the recipient.

15. INDEMNITY

15.1 The Contractor agrees that the occupational use of Council premises and buildings shall be at his own risk, and that he acknowledges the risks and dangers inherent therein. The Contractor furthermore acknowledges that Council and / or its agents and employees shall not be liable or responsible for any loss, liability, damages, accident or injury, whether fatal or otherwise, of whatsoever nature and howsoever arising, whether directly from the permission granted by Council to execute certain events or otherwise, including but not limited to, the use of the premises and / or buildings, and indemnifies Council and/or its agents, employees against all and any loss of / or damage to property, or injury or death, and any claim for such loss, damage, injury or death, from any cause whatsoever and howsoever arising, which may be suffered in this regard.

15.2 The Contractor and / or its officers, employees, agents, concessionaires, suppliers, Contractors or customers shall not have any claim of any nature against the Council for any loss, damage, injury or death which any of them may directly or indirectly suffer (whether or not such loss, damage, injury or death is caused through negligence of Council or its agents or employees) or for:

- any latent or patent defect in the premises;
- a fire on the premises;
- a theft from the premises;
- the Premises or any part thereof being in a defective condition or state of disrepair;
- force majeure of *causus fortuitus* or any other cause either wholly or partly beyond the Councils control;
- the use of the services offered on the premises;
- consequential loss howsoever caused;
- any loss or damage whether to persons or property caused by riots, civil commotion, insurrection or actions taken by the Contractor or Council to mitigate the effect of / or prevent the aforesaid; and any other cause whatsoever.

15.3 Save for any wilful acts or omission or gross negligence by Council, its officers, employees, agents, concessionaires, suppliers and Contractors, the Contractor indemnifies Council and holds it harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, personal injury and / or damage to property arising from or out of any occurrence in, upon or at the premises or the occupancy or use by the Contractor of the premises.

16. INSURANCE

16.1 Without limiting the obligations of the Contractor in terms of this Agreement, the Contractor shall affect and maintain the following insurances, covering:

- Public liability insurances, in the name of the Contractor, covering the Contractor and Council against liability for the death of / or injury to any person, or loss of / or damage to any property, arising out of / or in the course of this agreement.
- The Lessee shall insure all its own possessions and equipment kept on the premises, in its own name.

16.2 In the case of an occurrence giving rise to claim (and in accordance with the directives of the insurer), the Contractor shall proceed in the following manner:

- Over and above any statutory and / or other requirements contained in the conditions of this agreement, Council must immediately be notified telephonically (and confirmed by means of a telefax or email) of the circumstances, nature and estimate of the loss or damage; and
- Any claim settlement shall be subject to the approval of both Council and the Contractor.
- Council reserves the right to make enquiries regarding the cause and result of any such occurrence giving rise to a claim, and the Contractor shall assist Council in this regard.

16.3 All insurance must remain in force for the duration of this agreement.

16.4 The Contractor hereby guarantees that it shall make the necessary submissions of insurance to the satisfaction of Council after awarding/acceptance of this contract, as proof that the required insurances exist and that it will comply with all terms, requirements and conditions in respect of insurance applicable to this agreement.

17. COMPLIANCE WITH LEGISLATURE

17.1 All successful Responsible Persons, tendering on items where labour and/or equipment are included, shall enter into an agreement with Council, indemnifying Council from the provisions of the Occupational Health and Safety Act 85 of 1993.

17.2 The Contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour.

18. TERMS OF REFERENCE

Entities are requested to quote based on following information:

Details:

Period 1st March 2020 – 28th February 2021

Transactions between 20-50 per month

Scope of work:

- Compilation of Annual Financial Statements with Management Accounts
- Review of accounts and taxation procedures
- Recommendation on councillor's fee going forward
- Recommendation for internal control and accounting functions
- Review and audits of all accounts payable and accounts receivable records
- Bi-annual reviews and reconciles on accounts
- Policy development of the following policies:
 - Donations policy
 - Procurement policy
 - Financial Management
 - Collections Policy
 - Cash Flow Management

Note: The bidder must ensure that they provide the required response/ information to the evaluation criteria for each service category in which the bidder has expertise as indicated.

Task Directive:

To be considered for appointment the following expertise is required:

1. B.Com or B.Acc at a degree level.
2. Proven experience in compilation, drafting, reviewing and finalizing annual financial and related statements for entities.

19. EVALUATION OF THE PROPOSAL

RFQ proposals will be evaluated in accordance with the technical capability, price and BBEE.

Evaluation Criteria	Final Weighted Scores
Functional Criteria	80
Price and BBEE	20
Total Score:	100

20. Pre - Qualification Criteria

The following pre-qualification criteria (Table 2) will apply and failure to comply with any of the stipulated criteria will result in the immediate disqualification of the proposal.

Table 2: Pre-qualification criteria NO.

MANDATORY CRITERIA

PLEASE TICK DOCUMENTS ATTACHED

1. Tax Compliance Status;

The bidder must provide proof of tax compliance. Tax non-compliance status will result in disqualification of the bid. Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable Council to view the taxpayer's profile and tax status. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a current CSD report must be provided for Council to verify the bidder's tax compliance.

2. Fully Completed RFQ Document.

3. Registration with IRBA, SAIPA, SAICA, ACCA, CIMA, or other professional accounting body. Proof must be provided.

4. Functionality Criteria: Minimum Threshold

The following functionality criteria will be used for evaluating all tenders/ bid proposals, where proposals must score a **minimum of 75%** to qualify for further evaluation.

5. Framework for Evaluation of Functionality Criteria

The functional bid proposal will be evaluated on a scale of points in accordance with the criteria below. The rating/applicable values will be as follows;

TOTAL FUNCTIONALITY			100	
No.	Criteria	Method Evaluation	Weight	Score
1	Experience		50	
1.1	Experience in drafting, reviewing and finalising annual statements			
	Client Reference letters: 1 – 10 points, 2 – 20 points, 3 – 30 points, 4-40 points, 5 -50 points			
1.2	Experience and performance for related financial services:		25	
	1-5 years 10 points, 6-10 years 15 points, 11-15 years 20 points, 15 years plus 25 points			
1.3	Experience in preparation of related statements and adherence to financial procedures and legislation: 1-10 years 5 points, 11-20 years plus 10 points		10	
2	Capacity		15	
2.1	Key staff success rate/ references/ years' experience			
		TOTAL	100	

Total organisational ability to meet Councils needs for accounting service provider measured by the staff complement, experience and success rate

- Key company employees are established in their posts/ company and have 1 - 4 years proven experience in handling cases of the nature described. 10 points
- Key company employees are established in their posts/ company and have 5 - 7 years proven experience in handling cases of the nature described. 15 points
- Key company employees are established in their posts/ company and have 8 - 10 more years proven experience in handling cases of the nature described. 20 points
- Key company employees are established in their posts/ company and have more than 10 years proven experience in handling cases of the nature described. 25 points
- **CVs and certified qualification documents should be attached to bid submission**

TOTAL FUNCTIONALITY

Experience + Capacity

100

Bidders who score more than **75%** threshold of technical evaluation will be assessed on price and BBEE.

6. Evaluation

Functional Criteria 80 Price and BBEE 20

Total Score: 100

NB. Please provide original BBEE Certificate or a certified copy of BBEE Certificate.

7. Quality of proposal

7.1 Ensure that all the document attachments are clearly marked and the RFQ proposal is submitted in a clear, logical and well-marked format together with an index.

7.2 An introductory covering letter using the company's official stationary (letterhead) reflecting the company's name and address should accompany the RFQ proposal.

SECTION B: RFQ FORMS FOR COMPLETION (COMPULSORY)

RFQDOCUMENT

01: Financial Offer and Price Declaration

I/ We have examined the information provided in your RFQ document and offer to undertake the work prescribed in accordance with the requirements as set out in the RFQ document. The RFQ price quoted in this RFQ is valid for the stipulated period. I/We confirm the availability of the proposed team members. I/We confirm that this RFQ will remain binding upon us and may be accepted by you at any time before the expiry date.

Name and Surname:

Signature:

Date:

Are you duly authorized to commit this tender: **YES/; NO.**

- Attach proof of signatory authority

Capacity under which this RFQ is signed:

TOTAL RFQ PRICE: _____
(Inclusive of VAT, Discounts, etc.)

- Attach quote on signed company letterhead

02: FEES

The Bidder is required to complete the following information on the duration for acceptance of the RFQ price, as follows:

The RFQ price holds good until:

.....

(State alternative period if less than 90 days after RFQ closure date)

Print Name:

Signature of Responsible Person:

Name of Company:

Date:

03: Validity of RFQ Price

Offer

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

.....[Enter full description of project here.]

The Responsible Person , identified in the Offer signature block, has examined the documents listed in the RFQ Data and addenda thereto as listed in the returnable schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

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

This offer may be accepted by ...by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Responsible Person before the end of the period of validity stated in the RFQ Data, whereupon the Responsible Person

becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Responsible Person

1. 1) I hereby undertake to supply all or any of the works described in the attached bidding documents to Council in accordance with the requirements and specifications stipulated in bid number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by Council during the validity period indicated and calculated from the closing time of bid.
2. 2) The following documents shall be deemed to form and be read as part of this agreement:
3. 3) I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the works specified in the bidding

04: Form of Offer and Acceptance documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

Bidding documents:

- Invitation to bid
- Tax clearance certificate
- Pricing schedule(s)
- Technical specification(s)
- Declaration of interest
- Special Conditions of Contract
- General Conditions of Contract; and Other(specify)

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Signature: _____

Name: _____

Capacity : _____

Date: _____

Acceptance by Council

By signing this part of this Form of Offer and Acceptance, Council accepts the Responsible Person 's Offer. In consideration thereof, Council shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Responsible Person 's Offer shall form an agreement between Council and the Responsible Person 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:

1. The Proposal, (which includes this Agreement)
2. Pricing Data
3. Scope of Work
4. Site information

Deviations from and amendments to the documents listed in the RFQ Document and any addenda thereto as listed in the RFQ Schedules/annexures as well as any changes to the terms of the Offer agreed by the Responsible Person and 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 Responsible Person shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact (whose details are given in the Acceptance form) 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. 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 Responsible Person receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Responsible Person (now Contractor) within five working days of the date of such receipt notifies ... 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:

Council Chairperson

Name:

Date:

Name and address of organization: **COZA HOUSE, GAZELLE CLOSE, CORPORATE PARK SOUTH, MIDRAND, 1685 SOUTH AFRICA**

Signature and name of witness

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

GENERAL CONDITIONS

The following preference point systems are applicable to all bids:

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

(b) the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this RFQ (*delete whichever is not applicable for this tender*).

Points for this bid shall be awarded for:

1. (a) Price; and
2. (b) B-BBEE Status Level of Contributor. **Total points for Price and B-BBEE must not exceed.** Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser.

23. DEFINITIONS

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, through price quotations, advertised competitive bidding processes or proposals;

“**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“**functionality**” means the ability of a Responsible Person to provide services in accordance with specifications as set out in the RFQ documents.

“**prices**” includes all applicable taxes less all unconditional discounts; “**proof of B-BBEE status level of contributor**” means:

1. B-BBEE Status level certificate issued by an authorized body or person;
2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
3. Any other requirement prescribed in terms of the B-BBEE Act;

“**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“**Rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

BID DECLARATION

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

Points scored for price of bid under consideration Price of bid under consideration Price of lowest acceptable bid paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

8. DECLARATION WITH REGARD TO COMPANY/FIRM

1. Name of company/firm:
2. VAT registration number:
3. Company registration number:

9. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited [TICK APPLICABLE BOX]

10. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

11. COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g., transporter, etc. [TICK APPLICABLE BOX]

12. Total number of years the company/firm has been in business:

12.1 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

1. (a) disqualify the person from the bidding process;
2. (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
3. (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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

DATE:

ADDRESS

.....

.....

SIGNATURE(S) OF BIDDERS(S)

.....

WITNESSES:

1.

2.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, 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-
 - o - the bidder is employed by the state; and/or
 - o - 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, shareholder):
.....

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 / employee numbers must be indicated in paragraph 3 below.

05: Declaration of Interest

“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.

2.7 Are you or any person connected with the bidder employed by the Council or 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 Council or 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?

(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 or the Council in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state or the Council 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 or the Council 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:

.....
.....
.....

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 COUNCIL MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Position

Date

Name of bidder

This Standard Bidding Document must form part of all bids submitted.

06: Declaration of Bidders Past Supply Management Practice

1. This document serves as a declaration to be used by institutions in ensuring that when services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
2. 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.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
3.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes	No

3.1.1 If so, furnish particulars:

3.2.1 If so, furnish particulars:

3.2	Is the bidder or any of its directors listed on the Register for RFQ Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for RFQ Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes	No
3.3	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
3.3.1	If so, furnish particulars:		
3.4	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
3.4.1	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:

Position:

Date:

Name of Bidder

07: Certificate of Independent Bid Determination

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited/ submitted.
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 abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 1. a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 2. b) cancel a contract awarded to a supplier of services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD 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 (M 08) must be completed and submitted with the bid:

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

5.2. 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 services for purchasers who wish to acquire 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 services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit, or not to submit a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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:

Position:

Date:

Name of Bidder.....

Responsible Person s must complete the Service Provider's Declaration Form.

SERVICE PROVIDER DECLARATION FORM

08: Service Provider Declaration Form and Experience

NB: Should your FORM not be completed in full with your Tender/Proposal will be rejected. Information in this questionnaire received will be treated with confidentiality.

IMPORTANT NOTES: PLEASE READ CAREFULLY

09 To be completed by all Service Providers responding to a tender/ proposal or upon registration as an approved service provider on the procurement data base;

The application must be completed in full, be signed and commissioned by a Commissioner of Oaths where required.

A company profile must accompany the registration form but will not be accepted as a substitute for the application form – all fields on the application form must be completed by the Responsible Person.

Attach the following:

- Valid Tax Clearance Certificate
- Copy of Registration Certificate (CC or Pty Ltd), Articles of Association and Memorandum of Agreement, whichever is applicable.
- Company PROFILE including experience.
- A copy of the previous three years audited/ signed-off financial statements.
- Copies of IRBA, SAICA, or any other rating or accreditation, certificates etc. where applicable.
- Certified BBBEE Rating Certificate (added advantage).
- B-BBEE Status Level Verification Certificate/ B-BBEE Status Level Sworn Affidavit

**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. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

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 TAX COMPLIANCE STATUS (TCS) 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 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

09: Bank Details Form

Bank Account Name: _____

Name of Bank: _____

Branch Code & Name: _____

Account Number: _____

Type of Account: _____

I/We hereby request and authorize you to pay any amounts which accrue to me/us to the credit of my/our bank account with the below-mentioned bank. I/we understand that the credit transfer hereby authorized will be processed by computer through a system known as **Electronic Funds Transfer** and I/we also understand that no additional advice of payment will be provided by my/our bank, but details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to issue bank statements.) I/we understand that a payment will be applied by ... in the normal way, and that it will indicate the date on which funds will be available in my/our account.

Bank details to be certified as correct by attaching a confirmation of bank not older than 3 months.

I/We the undersigned, acknowledge(s) that:

- The information furnished is true and correct.
- The B-BBEE points claimed is in accordance with the General Conditions contained within this document.
- Any conflict of interest has been declared in writing.
- An official Council Purchase Order will be accepted.
- Payment of any delivered or services rendered will be affected within 30 days from receipt of a valid invoice.

NAME AND SURNAME:

SIGNATURE:

(Duly authorised to sign)

ADDRESS:

.....

.....

End of document