TENDER DOCUMENT

Project Name	Project Number
PROCUREMENT OF MICROSOFT 365	**BM14/24/25**

Contact : Ms Monyemangena MM– Acting Manager: SCM

Tel : (015) 505 7100 Fax : (015) 505 0296

COMPANY NAME
BID PRICE

CONTACT PERSON: _____

CONTACT NUMBER:_____

EMAIL ADDRESS: _____

TENDER AMOUNT (In Rands):_____

_____

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID, THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW:

- A bid not complying with the requirements stated hereunder will be regarded as not being an "Acceptable Bid" and as such will be rejected.
- "Acceptable Bid" means any bid which, in all respects, complies with the conditions of bid and specification as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act of **5 of 2000)** and related legislation and regulations, in terms of which provision is made for this policy.
- In this document and other documents referred to but not attached, the following words are synonymous with each other.

  a) CLIENT, EMPLOYER, BLOUBERG MUNICIPALITY, MUNICIPALITY

  b) BID, TENDER AND VARIATIONS THEREOF

  c) JOINT VENTURE / CONSORTIUM

  d) TENDERER, BIDDER, CONTRACTOR

1. FULL DESCRIPTION OF THE TENDER

1.1. Blouberg Local Municipality would like to appoint a competent service provider registere on the national Central Suppliier Database (CSD) for the **PROCUMENT OF MICROSOFT 365.**

2. RULES FOR BIDDING

2.1. The bidding entity shall be the esame entity that will execute the bid. Any bid fouond to be fronting for another entity or enties shall be disqualified immediatetly.

2.2. All bidders submittingg bids as part of a consortium or joint venture must submit recent reports from CSD not older than three months.

2.3. Bidders may ask for clarification on these bid documents or any part thereof up to close of business week before the deadline for the submission of bids.

2.4. The municipality reserves the right to return late bid submission unopened.

2.5. Bidders may not contact the municipality on any mattter partening to their bid from the time when the bids are submitted to the time the contrcat is awarded. Any effort by a biddrr to influence bid evaluaton, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

2.6. The appointed provider will be paid an amount claimed within thirty days upon the receipts of the invoice.

2.7. The appointed service provider will also bill the municipality for the agreed service rendered.

2.8. Bidders must attach proof of parties involved in the jaoint venture.

2.9. The Bid Document must be properly signed by a party having the authority to do so, according to the example of "Authority or Signatory"

2.10. Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears for more than three months from the date of the advert.

2.11. Bidders will be disqualified if:

2.11.1. Any bidders who during the last five (5) year has failed to perform satisfactorily on a previos contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register/ database of defaulters.

2.11.2. They are banckrupt or being wound up, are having their affairs administered by the courts,

2.11.3. Have entered into an arrangement with creditors, have suspended business activites, are the subject of procedings concerning these matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

2.11.4. Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information.

2.12. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person-

2.12.1. Who is in the service of the sate, or;

2.12.2. If that person is not a natural person, of which any direcor, manager, principal shareholder or stakeholder, is a person in the service of the sate; or:

2.12.3. Who is an advisor or consultant contracted with bthe municipality in respect of contarct that would cause conflict of interest.

2.13. Bid offers will be rejected if the bidder or any of his/her directors is listed on the Registe of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 12 of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.

2.14. Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosures on a person(s) who is in the service of the sate or any immediate blood relative in the service of the sate will lead to disqualification.

2.15. Bids received by telegram, fax or e-mail will not be considered. Late bids shall neither be accepted nor considered.

2.16. The municiplity is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the bid document.

2.17. Bid documents must be submitted in a ealed envelope clearly maarked with the project name and number.

2.18. Fully complete and signed bid documents must be deposited into the tender box located as Blouberg Municipality, next to the reception office.

BLOUBERG MUNICIPALITY

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T1.1 BID NOTICE AND INVITATION TO BID

BLOUBERG Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database, **PROCUREMENT OF MICROSOFT 365**.

The municipality will enter into a service level agreement with the appointed service provider to clarify terms and conditions for the duration of the project.

The term of reference containing the Conditions of Tender, Evaluation criteria as well as the applicable procurement terms and conditions will be emailed to appointed service provider.

When downloaded from the municipal website, tender documents are uncontrolled and the responsibility lies with the bidder to ensure the printout is in line with the Authorised Version on the system and MUST be colour coded as per table of content.

Complete tender documents, fully priced and signed with all the necessary documents attached, must be sealed in an envelope marked TENDER" Description of Project / Project Number" as mentioned above. The closing date for submission of Tender bids is **25 OCTOBER 2024 11H00.**

The Municipality shall adjudicated and award tenders in accordance with the Preferential Procurement Policy Framework of 2017, on 80/20-point system. Tenders will remain valid for 90 days.

Enquiries related to this tender should be addressed to **Ms. Monyemangena MM** at (015) 505 7100 during working hours.

Municipal Address

MR. RAMOTHWALA RJ

MUNICIPAL MANAGER

BLOUBERG MUNICIPALITY

P.O BOX 1593

SENWABARWANA

0790

T1.2 BID DATA

The **Standard Conditions of Bid** makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager Blouberg Local Municipality 2nd Building Dendron Road Senwabarwana, 0790
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agents is: Names: Ms. Monyemangena MM Address: 2nd Building Dendron Road, Senwabarwana 0790 Tel: 015 505 7100
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F2.12 ALTERNATIVE TENDER OFFER	No alternative bid is to be accepted
F2.13.2 SUBMITTING TENDER OFFER	The whole original bid document, as issued by the Municipality, shall be submitted. **No copies will be accepted.** **Bids may only be submitted on the bid documentation issued by the municipality.**
F2.13.3 BRIEFING SESSION	N/A
F.2.14 CLOSING DATE & TIME	**DATE: 25 October 2024** **TIME: 11H00** **It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline.**

Clause number	Data
	Late, faxed or e-mailed tenders will not be considered.
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to **90 days** (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to **14 days** to respond to the service offer.
F.1.10 CERTIFICATES AND ATTACHMENTS	The bidder is required to attach the following **Valid documents** to the tender document: a. Complete the returnable documents (MBD2, MBD4, MBD7.1 & 2 MBD8 and MBD9) b. Company Registration certificate (CK) c. Company Profile d. A certified copies of historically disadvenage individuals (HDI) to be identified and requested/directed e. Certified copy or copies of Identity Document (ID) for Director(s) f. Proof of registration on Central Supplier Database [At least 3 months valid] detailing all compliance requirements of the company; g. Copy of Tax Compliant Status issued by SARS(TCS); h. Original or Certified copy of the up to date statement of Municipalrates and taxes and municipal service charges for company andcompany owners/directors (not more than six months and not in areas) and if renting a lease agreement with proof of payment. If the bidder is operating where municipal rates are not applicable, a certified (not more than six months) copy of residence from the traditional authority must be submitted i. Three years audited or reviewed annual fiancial statemengts j. Letter of support and banking ratings from registered financial institution – Rating A to C. k. Pages must be printed according to the colors indicated on the table of content.

Clause number	Data
	I. Each part to joint venture must attach proof of joint venture agreement (if applicable) **Note:** Failure to attach the above documents will lead to automatic rejection of your Bid.
F.1.11 OPENING OF BID SUBMISSIONS	The time and location for opening of the bid offers Immediately after the closing time **11H00** on the closing date: **25/10/2024** Location: Blouberg Local Municipality- Old Municipal Building, 02nd Building Dendron Road, Alldays, 0790 Any bid received after the deadline for submission of bids prescribed, will be rejected and/or returned unopened to the Bidder.
F.1.12 TWO-ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
F1.12 ARTHMETICAL ERRORS	a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected. c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the authentically correct summation of corrected line item totals. Consider the rejection of a tender offer in the tenderer does not accept the correction of the arithmetical errors in the manner described above.
F.1.13 EVALUATION OF BID OFFERS	Stage 1: The preference procedure for evaluation of responsive bid offers shall be the 80/20 point preference system. - Where 80 points will be allocated in respect of price. - 20 points will be allocated towards targeted goals.

Clause number	Data
F.1.14 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions as detailed in this bid document, shall not be considered and shall automatically be rejected.
F.1.15 PROVIDE COPIES OF THE CONTRACS	The number of paper copies of the signed contract to be provided by Blouberg Municipality is one.
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	The additional conditions of bid are: 1. The employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for caring out the contract. 2. The employer 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 bidder. The bidder shall provide all reasonable assistance in such investigations. 3. The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bill of Quantity. 4. The bid document shall be submitted as a whole and shall not be submitted in parts. 5. **List of returnable documents (PART T2) must be completed in full**. (i.e. A bidder's company profile will not be used by the BLM to complete **PART T2** on behalf of the bidder) **NB: If Part T2 is not completed in full by the bidder, the offer will be rejected.**

F.1 Standard Conditions of the Bid

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly with openness and transparency.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1. the tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2. these conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling of expressions of interest, the following definitions apply:

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 the employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his/ her principals, is not under any restriction to do business with the employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer to satisfy requirements.

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation. The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential. All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except in so far as is specifically required for the consideration and evaluation of the response or as may be required under law.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing date stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is required to seek adequate cover for covering liability that may arise in terms of international trips.

F.2.10 pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes, Value Added Tax (VAT), and other levies payable to the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract, payable after the project is completed, subject to inspection by the Employer.

F.2.10.3 State the rates and prices in South African Rand.

F.2.10.4 The municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid or TIPPEX are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements of the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

F.2.13.4 Sign the original copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state; which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original package marking the package as “ORIGINAL”

F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer‘s address and identification details as stated in the tender data.

F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, will be regarded by the employer as non-responsive.

F.2.15 Closing Time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery.

The employer shall not accept tender offers submitted by telegraph, facsimile or e-mail.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender Offer Validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 if requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both).No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.
Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon a formal request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) Complies with the requirements of these Conditions of Tender,

b) Has been properly and fully completed and signed, and

c) Is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the

Scope of Work,

b) Change the Employer's or the tenderer's risks and responsibilities under the contract,

c) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern

b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the total shall be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the rate shall govern and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his/ her arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 EVALUATION METHODOLOGY

In addition to all items highlighted under Page 2 titled “Very Important Notice on Disqualifications”, the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000 as amended) and its regulations as enacted in 2001.

Tenders will be evaluated using the 80/20 points allocation system.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, the employer will publicise a list of bidders in the form of tender register on the municipal website

F.3.14 Municipality’s right to accept or reject any or all Bids

The municipality reserves the right to:

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders
- Accept one or more bids submissions.
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or
- Award this bid or any part thereof to any one or more bidders
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

F.3.15. Prepare contract documents

Revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- addenda issued during the tender period,
- inclusion of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance within fourteen (14) days after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included

F.3.17 Provide copies of the contracts.

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3. List of attachments required for Evaluation Purposes

The format of the proposal must follow the information below as a guideline to ensure uniformity of approach, and to enable proper evaluation of proposals received (This will be considered for Pre-Evaluation Stage):

1. Company Registration certificate (CK)
2. Certified copy or copies of Identity Document (ID) for Director(s)
3. Copy of Tax Compliant Pin issued by SARS(TCS).

4. Original or Certified copy of the up to date statement of Municipal rates and taxes and municipal service charges for company and company owners/directors (not more than six months and not in areas) and if renting a lease agreement with proof of certified copy municipal rates. If the bidder is operating where municipal rates are not applicable, a certified (not more than six months) copy of residence from the traditional authority must be submitted.
5. Complete the returnable documents (MBD2 MBD3, MBD4, MBD7.1 & 2 MBD8 and MBD9)
6. Company Registration certificate (CK)
7. Company Profile
8. A certified copies of historically disadvantage individuals (HDI) to be identified and requested/directed
9. Proof of registration on Central Supplier Database [At least 3 months valid] detailing all compliance requirements of the company;
10. Three years audited or reviewed annual financial statements
11. Letter of support and banking ratings from registered financial institution – Rating A to C.
12. Pages must be printed according to the colors indicated on the table of content.
13. Each part to joint venture must attach proof of joint venture agreement (if applicable)

4. EVALUATION METHODOLOGY

4.1 Evaluation of bid offers

Stage 1: Administrative Requirements refer to List of Attachments Required for Evaluation Purpose.

Stage 2: Evaluation on price 80/20 and HDI status

2.1 Financial offer and evaluation on price points

- ✓ Score Bid evaluation points for financial offer.
- ✓ Calculate total Bid evaluation points (Price points plus HDI points)
- ✓ Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- ✓ The bidder obtaining the highest number of total points will be awarded the contract.
- ✓ Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- ✓ Points scored must be rounded off to the nearest 2 decimal places.
- ✓ In the event that two or more bids have scored equal total points, the successful bids must be the one scoring the highest number of preference points for HDI.
- ✓ However, when functionality is part of the evaluation process and two or more bids have scored equal points

including equal preference points for HDI, the successful bid must be the one scoring the highest score for functionality.

- ✓ Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

2.2. Price formula

$$Np = \frac{80[1 - (Pt - Pmin)]}{Pmin}$$

- Where: Np = the number of bid/tender adjudication points awarded for price.
- Pt = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.
- Pmin = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

2.3. Scoring for HDI / SPECIFIC GOALS (20 points)

a. Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022 (municipal SCM policy as amended), which stipulate a 80/20 point split for requirements not exceeding R 600 000.00.

b. Bidders must attach certified copies of HDI (as to be required/directed) to claim HDI points. Failure to attach the valid HDI required copies points shall not disqualify the Bidder from further evaluation; but only points will be forfeited.

c. **Historical Disadvantage Individuals (target goals) or any other specific goals Contributor Number of points (80/20) system**

Preferential Elements		**20 Points**
Historical Disadvantage Individual – Contributor		Number of Points: 20
1.	Locality = [(Limpopo = 4 / Outside = 2)]	4 (Attach proof of address and affidavit supporting proof of address)
2.	Gender [(Women = 8, Men = 4)]	8 (Attach certified copies of Identity Documents)

3.	Youth = [18 – 35 (Youth=2, Outside range=0)]	2 (Attach certified copies of identity documents)
4.	Race [Blacks (Africans, Coloureds and Indians) = 4, White = 2]	4 (Attach certified copies of Identity Documents)
5.	Disability [Any]	2 (Form of proof / letter / medical report signed and certified by a Qualified Medical Doctor)
6.	Non-compliant contributor	0

BLOUBERG MUNICIPALITY

PART T2.1 LIST OF RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

T2.1 RETURNABLE SCHEDULES RTEQUIRED FOR BID EVALUATION PURPOSES

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES CONTENTS

FORM 2.1.1: SIZE OF ENTEREPRISE AND CURRENT WORKLOAD

FORM 2.1.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (WHERE APPLICABLE)

FORM 2.1.3: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.4: FINANCIAL REFERENCES

FORM 2.1.5: DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.6: AMENDMENTS & QUALIFICATIONS BY BIDDER

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

FORM 2.1.1. SIZE OF ENTEREPRISE AND CURRENT WORKLOAD

a) **Total turnover in the previous financial year? R_____**

b) **Estimated turnover for current financial year? R_____**

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

Description	Location	Value (R)	Start date	Duration	Expected completed date

FORM 2.1.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURE [WRITE N/A IF NOT APPLICABLE]

PLEASE ATTACHE A CERTIFIED OF THE CERTIFICATE

FORM2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

[N.B: NOT COMPULSORY]

Provide the following information on relevant previous experience. Indicate comparable projects of similar or larger size. This information is material to the award of the contract.

Give a minimum of two (2) names and telephone number and e-mail address per reference. Please provide latest contact details.

CURRENT CLIENT AND PLACE WHERE THE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE	DURATION CONTRACT PERIOD

FORM2.1.4. SCHEDULE OF PROPOSED SUB-CONTRACTORS

IF NOT APPLICABLE WRITE N/A ACROSS THE TABLE

Provide details on all sub-contractors you intend to utilize for this contract

Type of work to be used for	**A** **% of contract**	**Name of sub-contractor**	**B** **% HDI ownership**	**C=A x B** **Total contribution to HDI ownership**
Total % of contract sub-contracted		**Total contribution of HDI ownership**		

FORM 2.1.5 FINANCIAL REFERENCES

DETAILS OF BIDDING ENTITY'S BANK

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

I/We hereby authorize the Employer to approach all or any of the following banks for the purpose of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of the bank	
Contact person	
Branch name and code	
Street address	
Bank telephone number	
Account number	
Type of account	

FORM 2.1.6 DETAILS OF ALTERNATIVE BID SUBMITTED

[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

DESCRIPTION

FORM 2.1.7 AMENDMENTS AND QUALIFICATIONS BY BIDDER

[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

Attach additional information on a separate sheet and initial all of them.

PAGE	DESCRIPTION

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

FORM 2.2.3 MBD9

FORM 2.2.1 DECLARATION:

I/ We, the undersigned:

(a) Bid to provide to BLOUBERG LOCAL MUNICIPALITY (BLM) with described both in this and the other Schedules to this Contract to which I shall annex my signature;

(b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;

(c) Further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; and C3", attached hereto, should this bid be accepted;

(d) Confirm that this bid may only be accepted by BLOUBERG Local Municipality by way of a duly authorised Letter of Acceptance within fourteen (14) days from the date of appointment;

(e) Declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;

(f) Declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between BLM and the undersigned;

(g) Certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;

(h) Acknowledge that the information furnished is true and correct;

(i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of BLM that the claims are correct. If the claims are found to be inflated, BLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by BLM as a result of the award of the contract and/or cancel the contract and claim any damages which BLM may suffer by having to make less favourable arrangements after such cancellation;

(j) Declare that no municipal rates and taxes or municipal service charges owed by the bidding company or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears; and

(k) Declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

[PLEASE SIGN ON BEHALF OF THE BIDDER]

Signed at_____ on this_____ day of_____20_____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: _____

FORM 2.2.2 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state including in instances of non-directors of the entity and also those who may be sub-contracting.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

Full Name: _____

Identity Number: _____

Tax Number: _____

VAT Number: _____

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

If yes, furnish particulars _____

_ 3.2 Have you been in the service of the state for the past twelve (12) months? **YES /NO**

If yes, furnish particulars _____

3.3 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO _____

If yes, furnish particulars _____

_____

* SCM Regulations: "in the service of the state" means to be –
(a) a member of –

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

If yes, furnish particulars _____

_____

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

If yes, furnish particulars _____

_____

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE AUTOMATICALLY REJECTED.

_____	_____
Signature	Date
_____	_____
Position	Company

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.

2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.

3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder: .....

2. Trade name: .....

3. Identification number: | | | | | | | | | | | | | |

4. Company / Close Corporation registration number: | | | | | | | | | |

5. Income tax reference number: | | | | | | | | | | |

6. VAT registration number (if applicable): | | | | | | | | | | |

7. PAYE employer's registration number (if applicable): | | | | | | | | | | |

Signature of contact person requiring Tax Clearance Certificate: .....

Name:

Telephone number: Code… Number: .....

Address: .....

.....

.....

DATE: 20_____ / _____ / _____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

[MBD 2]

DECLARATION OF INTEREST

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

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name: ……

3.2 Identity Number: ……

3.3 Company Registration Number: ……..

3.4 Tax Reference Number: ……..

3.5 VAT Registration Number: ……..

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

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

.....

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

3.8.1 If so, furnish particulars.

.....

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.9.1 If so, furnish particulars

.....

.....

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

3.10.1 If so, furnish particulars.

.....

.....

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

3.11.1 If so, furnish particulars.

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	**Date**
.....	.....
Position	**Name of Bidder**

1. CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

2. PART 1 (TO BE FILLED IN BY THE BIDDER)

3. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)…….…… 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 the purchaser during the validity period indicated and calculated from the closing time of bid.

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

(i) Bidding documents, via

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

5. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and

rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE :.....

WITNESSES

1 .....

2. .....

DATE:.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

9. PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

2. An official order indicating delivery instructions is forthcoming.

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT……ON……

NAME (PRINT)……

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1..... .....

2. .....

PLEASE DOWNLOAD ON THE MUNICIPAL WESITE AND COMPLETE IN FULL AND ATTACH

PROCUREMENT OF MICROSOFT 365.

FORM 2.2.3 CERTIFICATE OF INDEPENDENT BID DETERMINATION

a) This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

b) 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]

c) 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:

   i. 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.

   ii. 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.

d) 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.

e) 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

_____

(Name of Bidder)

that:

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

- has been requested to submit a bid in response to this bid invitation;
- could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] 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 bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. 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.

[PLEASE SIGN BELOW ON BEHALF OF THE BIDDER]

_____	_____
Signature	**Date**
_____	_____
Position	**Name of Bidder**

PART T3: TENDER SPECIFICATIONS

3.1 *Good to be delivered at address:*

No. 2nd Building, Mogwadi road, Senwabarwana 0790

3.2 SCOPE OF WORK

3.2.1. SERVICES

The table below indicate the scope of the project:

Phase	Activities	Quantity	Price
1	**PROCUREMENT OF MICROSOFT 365**.	70	

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

CONTENTS

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENT

FORM 2.3.1RECORD OF

ADDENDA TO BID DOCUMENTS

[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

We confirm that the following communications received from the Procuring Department before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

No	Date	Title or details
1		
2		
3		
4		
5		
6		

Attach additional pages if more space is required.

[PLEASE SIGN BELOW FOR THE BIDDING COMPANY]

Signature of Authorized person: _____Date: _____

Name of authorized person: _____Position: _____

PART C2 AGREEMENT AND CONTRACT DATA

C2.1 FORM OF OFFER AND ACCEPTANCE

C2.2 CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE [COMPULSORY]

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

1. **OFFER BY THE BIDDING COMPAY**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **PROCUREMENT OF MICROSOFT 365**.

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid. By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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 identified in the Contract Data.

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer

_____

(Name and address of organisation)

Name of witness_____

Signature_____ Date_____

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

Part 1	Agreements and Contract Data (which includes this Agreement)
Part 2	Pricing Data
Part 3	Scope of Work

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 Contractor) 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.

PROCUREMENT OF MICROSOFT 365.

Signature(s) _____

Name(s) _____ _____

Capacity _____

For the tenderer

_____

(Name and address of organisation)

Name _____

Signature_____ Date_____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

_____

(Name and address of Organisation)

Name of witness_____

Signature _____

Date_____

FOR THE EMPLOYER: BLOUBERG MUNICIPALITY

Signatures (s) _____

Name(s) _____

Capacity _____

Name of witness _____

Signature_____

Date _____

N.B. MAKE SURE YOU INDEX ALL THE ATTACHMENTS FOR IDENTIFICATION

... END ...