



**INVITATION TO SUBMIT FORMAL WRITTEN PRICE QUOTATIONS**

<b>RFQ NO.:</b>	<b>RFQ/OCM/2019-20/02</b>
<b>DESCRIPTION OF GOODS / SERVICES :</b>	<b>ESTABLISHMENT AND MAINTENANCE OF FRAUD HOTLINE FOR BCMM FOR A PERIOD OF ONE YEAR</b>

**For publication on the Buffalo City Metropolitan Municipality Website and Supply Chain Management Unit Noticeboard**

<b>NAME OF BIDDER:</b>	
<b>BCMM SUPPLIER DATABASE REGISTRATION NO.:</b>	
<b>STREET ADDRESS:</b>	
<b>POSTAL ADDRESS:</b>	
<b>TEL NO.:</b>	<b>CELL PHONE NO.:</b>
<b>EMAIL ADDRESS:</b>	<b>FAX NO.:</b>
<b>TOTAL QUOTATION AMOUNT:</b>	<b>R</b>

<b>Issued by:</b>	<b>Prepared by:</b>
The City Manager c/o The General Manager: Supply Chain Management Unit Buffalo City Metropolitan Municipality 80 Phillip Frame Road Chiselhurst East London	<u>Fresh Produce Market:</u> Buffalo City Metropolitan Municipality No.1 Mercator Place Wilsonia East London

## INVITATION TO SUBMIT FORMAL WRITTEN PRICE QUOTATIONS

Buffalo City Metropolitan Municipality requests your quotation for the goods and/or services listed hereunder in this RFQ document. Bidders are requested to furnish all information requested and return their quotation submission on the date stipulated in this invitation and the RFQ advertisement. Late and incomplete submissions will invalidate the quotation submitted.

<b>RFQ NO.:</b>	RFQ/OCM/2019-20/02
<b>DESCRIPTION OF GOODS / SERVICES</b>	ESTABLISHMENT AND MAINTENANCE OF FRAUD HOTLINE FOR BCMM FOR A PERIOD OF ONE YEAR
<b>ADVERT DATE:</b>	02 JULY 2019
<b>CLOSING DATE:</b>	09 JULY 2019
<b>CLOSING TIME:</b>	12:00PM
<b>COMPULSORY BRIEFING MEETING DATE &amp; TIME: VENUE:</b>	N/A
<b>RFQ DOCUMENTS ARE OBTAINABLE FROM:</b>	The BCMM Website – <a href="http://www.buffalocitymetro.gov.za/tenders">www.buffalocitymetro.gov.za/tenders</a>  OR: Request by sending email to cassandrar@buffalocity.gov.za; <a href="mailto:sibongilesa@buffalocity.gov.za">sibongilesa@buffalocity.gov.za</a> ; <a href="mailto:sitatun@buffalocity.gov.za">sitatun@buffalocity.gov.za</a> ; <a href="mailto:bonganimn@buffalocity.gov.za">bonganimn@buffalocity.gov.za</a>
<b>SUBMISSION OF RFQs:</b>	<u>Informal</u> Tender Box Supply Chain Management Unit, BCMM 80 Phillip Frame Road Chiselhurst East London
<b>TECHNICAL ENQUIRIES:</b>	<b>Name: Siyasanga Xoki /</b> <b>Email: <a href="mailto:siyasangax@buffalocity.gov.za">siyasangax@buffalocity.gov.za</a></b>
<b>PROCEDURAL ENQUIRIES:</b>	Cassandra Stoffels / Bongani Mndi Tel: (043) 705 9119 / (043) 705 9127 Email: <a href="mailto:CassandraR@buffalocity.gov.za">CassandraR@buffalocity.gov.za</a> <a href="mailto:BonganiMn@buffalocity.gov.za">BonganiMn@buffalocity.gov.za</a>

**NB: NO SUBMISSIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

## 1.1 GENERAL CONDITIONS OF THE REQUEST FOR QUOTATIONS (RFQ)

### BIDDERS ARE REQUIRED TO FAMILIARIZE THEMSELVES WITH THE TENDERING CONDITIONS AND PROCEDURES AS DOCUMENTED BELOW.

1. For the purposes of this RFQ document, the words 'bidder' and 'tenderer', and 'RFQ' and 'tender' shall bear the same meaning.
2. 'BCMM,' where referred to in this document means Buffalo City Metropolitan Municipality'.
3. No quotation will be considered unless submitted on this RFQ document.
4. The whole original RFQ document, as issued by BCMM must be submitted. A quotation will be considered invalid and will not be accepted, if any part of this RFQ document is not submitted.
5. Bidders must submit one RFQ offer only, either as a single tendering entity or as a member of a joint venture.
6. Telephonic, telegraphic, telex, facsimile or emailed RFQ submissions will not be accepted.
7. Any portion of the RFQ document not completed will be interpreted as 'not applicable'. Notwithstanding the afore-going, failure to complete any compulsory portion of the RFQ document will result in the RFQ submission being declared non-responsive.
8. Quotations must be properly received and deposited, on or before the closing date and on or before the closing time of the RFQ, in the **Informal Tender Box** at the BCMM Supply Chain Management Unit ('SCMU') situated at 80 Phillip Frame Road, Chiselhurst, East London. If the quotation submission is too large to fit in the allocated box, please enquire at the reception for assistance.
9. BCMM accepts no responsibility for ensuring that quotations are placed in the correct tender box, and should a quotation be placed in the incorrect tender box, it will be not be accepted.
10. BCMM reserves the right to accept:
  - 10.1 the whole quotation or part of a quotation or any item or part of any item, or to accept more than one quotation (in the event of a number of items being offered), and BCMM is not obliged to accept the lowest or any quotation;
  - 10.2 a quotation which is not substantially or materially different from the RFQ specifications.
11. BCMM shall not consider quotations that are received after the closing date and time, as specified in the RFQ advertisement.
12. BCMM will not be held responsible for any expenses incurred by bidders in preparing and submitting quotations.
13. BCMM may, after the RFQ closing date, request additional information or clarification of submitted quotations, in writing.
14. A quotation may be rejected as non-responsive if the bidder fails to provide any clarification requested by BCMM within the time for submission stated in the written request for such clarification.
15. A bidder may request in writing, after the closing date, that its quotation be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of BCMM after consideration of the reasons for the withdrawal, which shall be fully set out by the bidder in such written request for withdrawal.
16. The RFQ document must be signed by a person duly authorised to do so.
17. Quotations submitted by joint ventures, consortia, partnerships shall be accompanied by a joint venture, consortium, partnership agreement, in which it is defined precisely the conditions under which the joint venture, consortium or partnership will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms of which it is formed, and any other information necessary to permit a full appraisal of its functioning.

18. Once the RFQ is awarded, all purchases will be made through an official BCMM order. Therefore no goods must be delivered or services rendered before an official order has been forwarded to and accepted by the successful bidder.

19. **Evaluation of RFQs**

19.1 Quotations will be evaluated in accordance with the evaluation criteria set out in the Special Conditions of the Request for Quotations.

19.2 Quotations will be evaluated for price and preference using the 80/20 preference points system as follows –

Price	80
BBBEE	20

19.3 Unless otherwise stated in the Special Conditions, a contract will be concluded with the bidder who complies with the evaluation criteria, and scores the highest total price and BBBEE points.

19.4 Bidders may quote with or without VAT depending upon whether or not they are VAT vendors. In the calculation of price points, VAT shall be removed from the quotation amount of bidders who are registered as VAT vendors, so that financial offers can be evaluated on a comparative basis as a price advantage cannot be afforded to bidders who are not VAT vendors.

20. **Test for Responsiveness**

20.1 **Invalid Submissions**

Quotations shall be invalid if:

- (a) The quotation submission is not sealed when submitted into the tender box.
- (b) The quotation submission is not completed in non-erasable ink.
- (c) The form of offer has not been completed in every respect and signed by the bidder.
- (d) In a two-envelope system, a bidder fails to submit both a technical proposal and a separate, sealed financial offer.
- (e) The bidder has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
- (f) The bidder is prevented from doing business with BCMM in terms of Regulation 38 and 44 of the Supply Chain Management Regulations (MFMA).

20.2 **Non-responsive Submissions**

Quotations will be declared as non-responsive and eliminated from further evaluation in the following circumstances –

- (a) The submission does not comply with the RFQ conditions and procedures.
- (b) The submission has not achieved the minimum score for functionality as set out in the evaluation criteria, where functionality is applicable.
- (c) Where there are material deviations or qualifications to the RFQ which in BCMM's opinion would –
  - (i) Detrimentially affect the scope, quality or performance of the works, services or supply identified in the scope of works;
  - (ii) Significantly change BCMM's or the bidder's risks and responsibilities under the contract, or

- (iii) Affect the competitive position of the bidder, or other bidders presenting responsive submissions, if it were to be rectified.
- (d) The submission will be declared non-responsive if the bidder fails to adhere to a written request (within the specified period set out in such request) to –
  - (i) Comply with the general conditions applicable to RFQs as contained in the BCMM Supply Chain Management Policy;
  - (ii) Complete and/or sign any declarations and/or authorisations;
  - (iii) Submit items 2 - 3 of the list of returnable documents in Part 2 (section 2.1) of this bid document.
  - (iv) Submit its tax compliance status, company registration documents, and ID documents of directors, where BCMM is unable to verify such documents on the Central Supplier Database.
- (e) The bid will be declared non-responsive in the event that the bidder's tax matters, as verified on the government Central Supplier Database, are shown not be in order, and the bidder fails to ensure that its tax matters are in order within such timeframe as may be required by BCMM in writing.

**21. Clarification of quotation after submission**

The bidder must provide clarification of its submission in response to a request to do so from BCMM during the evaluation process. 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 bidders or substance of the submission may be sought, offered, or permitted.

**22. Provide other material**

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

**23. Inspections, tests and analysis**

The bidder shall, at the request of BCMM, provide access during working hours to its business premises for any inspections, tests and analyses as required for the RFQ.

**24. Securities, bonds, policies, etc**

If required, the bidder must submit for BCMM's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract.

**25. Imbalance in quoted rates**

- 25.1 In the event of tendered rates or lump sums being declared by BCMM to be unacceptable to it because they are either excessively low or high or not in balance with other rates or lump sums, the bidder may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to.
- 25.2 If after submission of such evidence and any further evidence requested, BCMM is still not satisfied with the tendered rates or lump sums objected to, it may request the bidder to amend these rates and lump sums along the lines indicated by it.
- 25.3 The bidder will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by BCMM, but this shall be done without altering the total quotation amount as offered/tendered for.
- 25.4 Should the bidder fail to amend his quotation in a manner acceptable to BCMM, BCMM may reject the quotation.

26. **BCMM supplier database**

- 26.1 Bidders must be registered on the BCMM Supplier Database, or meet the listing criteria set out in the BCMM Supply Chain Management Policy (2015), in order to be considered responsive to the RFQ.
- 26.2 Bidders must be registered within 7 days of being requested to do so, failing which its submission shall be declared to be non-responsive.
- 26.3 It is each bidder's responsibility to keep all the information on the BCMM Supplier Database updated. If any information required (e.g. tax clearance certificate, CIDB certificate, etc) is not valid or has expired, all transactions with the vendor may, in the sole discretion of BCMM, be suspended until such time as the correct, verified information is received.

27. **Tax compliance status**

- 27.1 No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).
- 27.2 Bidders are therefore required to ensure that they are tax compliant with SARS and that their tax certificate is accessible from the Central Supplier Database; or is submitted to BCMM if requested.
- 27.3 Each party to a consortium, joint venture or partnership must comply with the above.

28. **Inducements, rewards, gifts and other abuses of the Supply Chain Management System**

- 28.1 No provider or potential provider of goods or services, or a recipient or potential recipient of goods disposed of or to be disposed of, may directly or indirectly commit any fraudulent act during the RFQ process or abuse the supply chain management system of BCMM.
- 28.2 Fraud and abuse of the supply chain management system is not permitted and may result in the quotation being rejected, an existing contract being cancelled, blacklisting, and any other remedies available to BCMM as provided for in the Supply Chain Management Regulations.

29. **Declarations and authorisation**

Bidders are required to complete all statutory declarations and authorisations in the schedules attached to this RFQ document, failing which the submission may be declared non-responsive.

30. **Samples**

If the specifications require a bidder to provide samples, these shall be provided strictly in accordance with the instructions set out in the special conditions of the RFQ below.

31. **Alternative offers**

Alternative offers may be considered, provided that a quote submission free of qualifications and strictly in accordance with the RFQ document is also submitted. BCMM shall not be bound to consider alternative submissions.

32. **Alterations to tender document**

Bidders may not make any alterations or additions to the RFQ document, except to comply with instructions issued by BCMM, or as are necessary to correct errors made by the bidder. All signatories to the RFQ submission shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

33. **Objections, Complaints, Queries and Disputes / Appeals in terms of Section 62 of the Systems Act**

33.1 **Objections, complaints, queries and disputes**

Persons aggrieved by decisions or actions taken by BCMM in the implementation of the supply chain management system or any matter arising from a contract awarded in terms of the supply chain management system may, within 14 days of the decision or action, lodge a written objection or compliant or query or dispute against the decision or action.

33.2 **Section 62 Appeals**

- (a) In terms of section 62 of the Systems Act, a person whose rights are affected by a decision taken by a political structure, political office bearer, councillor or staff member of a municipality in terms of a power or duty delegated or sub-delegated by a delegating authority, may appeal against that decision by giving written notice of the appeal and reasons to the Accounting Officer within 21 days of the date of notification of the decision.
- (b) An appeal shall contain the following:
  - (i) The reasons and/or grounds for the appeal;
  - (ii) The manner in which the appellant's rights have been affected;
  - (iii) The remedy sought by the appellant.

**33.3 Lodging of appeals, objections, complaints, queries and disputes relating to this tender**

Appeals, objections, complaints, requests for information, queries and disputes must be submitted in writing to the Office of the Municipal Manager, 10<sup>th</sup> Floor, Trust Centre Building, Cnr of Oxford & North Streets, East London, OR by email, [thandokazin@buffalocity.gov.za](mailto:thandokazin@buffalocity.gov.za) .

**1.2 SPECIAL CONDITIONS OF THE REQUEST FOR QUOTATIONS (RFQ)**

The special conditions qualify, or are in addition to the general conditions in section 1.1 above. In the event of any ambiguity or inconsistency between the general conditions and the special conditions, the latter shall have precedence.

These special conditions, the general conditions, and the returnable schedules are only required for evaluation purposes, and shall not form part of any contract arising from the invitation to tender.

<b>General Conditions Clause No.</b>	<b>Additions or Variations to General Conditions</b>
Clause 13 & 21 CLARIFICATION OF RFQ SUBMISSION	Where a bidder is requested to provide additional information or clarification of its submission, this shall not be an opportunity for the bidder to bolster its submission in any way, so as to afford it an unfair competitive advantage.
Clause 16 AUTHORITY OF SIGNATORY	The bidding entity must submit a letter of authority on its letterhead authorising the signatory to this RFQ to sign all documents in connection with the RFQ, and any contract which may arise therefrom, on behalf of the bidding entity.  The letter of authority must be attached to Schedule A.
<b>Clause 18</b>	After the Service provider has been notified of the Award and signs Letter of Award, the bidder will have to wait for an official signed Purchase Order before commencing with the delivery or rendering of services appointed for.
Clause 19 EVALUATION OF RFQs	RFQs will be evaluated in accordance with the evaluation criteria set out on page 9 & 10 of this document.
Clause 20.1 (d)	The two-envelope system does not apply to this RFQ.
Clause 23 INSPECTION, TESTS AND ANALYSES	No inspections, tests and analyses shall be required for this RFQ.
Clause 31 SAMPLES	No samples shall be required for this RFQ.
Clause 32 ALTERNATIVE OFFERS	No alternative offers will be considered.

**Total Price and BBEE point scoring**

Only bidders that have successfully met the requirements set above, shall proceed for point scoring and BBEE.

Quotations will be evaluated for price and preference using the 80/20 preference points system as follows –

Price	80
BBEE	20

**RFQ FUNCTIONALITY CRITERIA**

For bidder to qualify for Point Scoring Systems they must meet both stages (below) Stage 1 In order for a bidder to qualify for Stage 2 of evaluation they must meet a minimum of 80 points of functionality evaluation as per table below.

Description	Points Allocated
Service provider must have and demonstrate extensive experience in conducting investigations in forensic related work, specifically in regards to fraud and corruption work Excellent .....(70) Good ..... (40) Fair ..... (20)	70
Service provider must have sufficiently experienced staff and resources, capable of handling fraud and corruption matters in a public sector environment maximum 5 year experience 6 points per project	30
Total	100

**Stage 2**

Service Provider MUST have relevant accreditation with Institutes and bodies and other relevant references will be considered favourably. If a bidder does not have accreditation, the bidder will be disqualified.

**This contract will be concluded with the bidder who complies with the evaluation criteria and scores the highest total price and BBBEE points.**

### **1.3 RETURNABLE DOCUMENTS**

In addition to the requirements stipulated in this tender, tenderers are required to submit the documentation listed below.

Failure to submit a BBBEE certificate will result in no points being allocated to the bidder for BBBEE.

<b>ITEM NO.</b>	<b>RETURNABLE DOCUMENT</b>	<b>AVAILABLE (TICK ✓)</b>
1.	Original or certified copy of BBBEE certificate or sworn affidavit; if points are claimed (a copy of a certified certificate will not be accepted)	
1.1	A sworn affidavit confirming annual total revenue and level of black ownership, if bidder is an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE)	
1.2	Original or certified copy of BBBEE certificate, if bidder is a Trust, Joint Venture or Consortium that is a legal entity	
1.3	Original or certified copy of consolidated BBBEE scorecard, if bidder is a Trust, Joint Venture or Consortium that is an unincorporated entity	
2.	Certified copy of Joint Venture or Consortium Agreement; if bidder is a Joint Venture or Consortium	
3.	Original Municipal debt clearance certificate / bidders' business premises lease agreement.	

**In the event that the bidding entity is a joint venture, consortium, or partnership, each partner must supply the above information.**

**NOTE:**

**Bidders' Tax Compliance Status, Company Registration Documentation, and Identity Documentation (directors) will be verified by BCMM on the government Central Supplier Database. Therefore bidders are required to ensure that they are registered on the database on submission of this RFQ.**

#### **1.4 RETURNABLE SCHEDULES**

All returnable schedules below must be completed by the bidding entity, save for those schedules which are not applicable to it in which case the bidder must indicate which schedules are not applicable. Should the bidder fail to complete all applicable and compulsory schedules, its quotation submission shall be deemed to be non-responsive in accordance with clause 20.2 (d) (ii) of the general conditions.

The schedules required to be completed are as listed below –

Schedule A	Letter of Authority for Signatory
Schedule B	Confirmation of Registration of Bidder on Central Supplier Database (CSD)
Schedule C	Municipal Bidding Documents

**SCHEDULE A – LETTER OF AUTHORITY FOR SIGNATORY**

Indicate the status of the bidder by ticking the appropriate box hereunder with an x.

COMPANY	CLOSE CORPORATION	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETORSHIP

**NOTE:**

**BIDDERS MUST ATTACH A LETTER OF AUTHORITY TO THIS PAGE, AUTHORIZING THE SIGNATORY TO THIS RFQ TO SIGN ALL DOCUMENTS IN CONNECTION WITH THE RFQ AND ANY CONTRACT WHICH MAY ARISE THEREFROM, ON BEHALF OF THE BIDDING ENTITY.**

**SCHEDULE B – CONFIRMATION OF REGISTRATION OF BIDDER ON CENTRAL SUPPLIER DATABASE (CSD)**

NAME OF BIDDER	REGISTERED ON CSD? (YES/NO)	CSD SUPPLIER NUMBER

Bidders are required to register as suppliers on the government Web-based Central Supplier Database (CSD) prior to submission of this RFQ, and provide their CSD supplier number in the table above. If not registered on submission of this RFQ, bidders will be required to register on the CSD within such timeframe as stipulated by BCMM.

It is the responsibility of a bidder to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

**BIDDER'S SIGNATURE:** .....

**SCHEDULE C – MUNICIPAL BIDDING DOCUMENTS**

**MBD 4**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars.....

.....

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars .....

.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars.....

.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated **not to 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 tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 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.

1.6 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 in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“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;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“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;
- (i) **“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;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

**5. BID DECLARATION**

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider

Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:**  
.....

**Registered Account Number:** .....

**Stand Number:**.....

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

8.9 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 certificate, 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 –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p>

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE  
TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**MBD 9**

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<sup>3</sup> 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.

<sup>3</sup> 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.

**MBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## 2.1 AGREEMENT & CONTRACT DATA

### 2.1.1 FORM OF OFFER AND ACCEPTANCE

#### PART 1 (OFFER TO BE COMPLETED BY THE BIDDER)

1. Buffalo City Metropolitan Municipality has solicited offers to enter into a contract for the procurement of :

#### **ESTABLISHMENT AND MAINTENANCE OF FRAUD HOTLINE FOR BCMM FOR A PERIOD OF ONE YEAR**

2. I, the Bidder, hereby undertake to supply and deliver all or any of the goods and/or works; OR render the services described in the attached bidding documents to BCMM in accordance with the requirements and specifications stipulated in RFQ number **RFQ/OCM/2019-20/02** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of RFQ.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (i) The Scope of Work;
  - (ii) This RFQ document, viz
    - Scope of Services;
    - The Pricing Data;
    - This Form of Offer & Acceptance;
  - (iii) Bidder's RFQ submission;
  - (iv) The Special Conditions of Contract;
  - (v) The General Conditions of Contract; and
  - (vi) Any Service Level Agreement that may be concluded by the appointed bidder and BCMM.
4. I confirm that I have satisfied myself as to the correctness and validity of my quote; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the RFQ document; 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.
5. 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.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorized to sign this contract.

The **TOTAL QUOTATION AMOUNT** inclusive of value-added tax (where applicable) is

..... Rand

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

This offer may be accepted by the authorised BCMM representative signing the acceptance part of this form of offer and acceptance, and returning one copy of this document to the bidder before the end of the period of validity stated in the tender conditions, whereupon the bidder becomes the party named as the appointed service provider in terms of the conditions of contract identified in the contract data.

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

WITNESSES:	
1	.....
2	.....
DATE:	.....

**FAILURE BY THE BIDDER TO COMPLETE AND SIGN THIS FORM AND/OR TO ENTER ITS TOTAL QUOTATION AMOUNT ON THIS FORM OF OFFER, SHALL DISQUALIFY ITS SUBMISSION.**

**PART 2 (ACCEPTANCE TO BE COMPLETED BY BCMM)**

By signing this part of this form of offer and acceptance, BCMM accepts the bidder's offer. In consideration thereof, BCMM shall pay the appointed service provider the amount due in accordance with PART 1 of this offer and acceptance. Acceptance of the bidder's offer shall form an agreement between BCMM and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

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

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

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

### SCHEDULE OF DEVIATIONS OR QUALIFICATIONS

The bidder should record any **proposed** deviations or qualifications he may wish to make to the RFQ in this Schedule. Alternatively, a bidder may list such deviations or qualifications in a covering letter attached to his submission and reference such letter in this Schedule. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

The bidder's attention is drawn to paragraph 20.2(c) of the General Conditions of the RFQ, regarding the handling of material deviations and qualifications.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the RFQ document, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.

Any change or addition to the RFQ document arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

If no deviations or qualifications are desired, the schedule hereunder to be marked NIL, and signed by the bidder.

1. Subject \_\_\_\_\_

Details \_\_\_\_\_

2. Subject \_\_\_\_\_

Details \_\_\_\_\_

3. Subject \_\_\_\_\_

Details \_\_\_\_\_

4. Subject \_\_\_\_\_

Details \_\_\_\_\_

5. Subject \_\_\_\_\_

Details \_\_\_\_\_

6. Subject \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorized representatives signing this schedule of deviations, BCMM and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the RFQ document.

For the tenderer:

Signature(s) .....

Name(s) .....

Capacity .....

.....  
(Name and address of organization)

Name and signature  
of witness .....

Date .....

## 2.1.2 CONTRACT DATA

### GENERAL CONDITIONS OF CONTRACT

The contract will be administered in terms of the **General Conditions of Contract 2010** as issued by National Treasury.

A copy of the General Conditions of Contract may be obtained from the National Treasury website – [www.treasury.gov.za](http://www.treasury.gov.za)

### SPECIAL CONDITIONS OF CONTRACT

The appointed service provider shall be required to comply with the conditions of contract listed below.

#### Duration

The contract with the appointed service provider will be for a one [1] year.

#### Duty of Care and Exercise of Authority

The service provider shall exercise reasonable skill, care and diligence in the performance of its obligations under the Agreement.

#### (iii) Statutory Obligations, Notices, Fees and Charges

The service provider shall carry out its obligations so as to comply with all relevant laws and regulations and by-laws and shall give all notices required by any relevant authority, which may be required in relation to any matter arising out of the Agreement.

The service provider shall be responsible for payment of all costs, taxes, duties, levies and charges arising out of compliance with such laws and regulations. The service provider shall be liable for, and shall indemnify the Client against any claim arising out of the service provider's non-compliance with any laws and regulations applicable to the execution of this Agreement.

#### (iv) Insurance for Liability and Indemnity

The service provider shall arrange and keep in force professional indemnity insurance cover in respect of the services provided under this Agreement.

#### (v) Assignment/Cession

The service provider shall not assign the Contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder.

#### (vi) Conflict of Interest, Corruption and Fraud

Notwithstanding any penalties that may be enforced against the service provider under South African Law, the Client will be entitled to terminate the Agreement if it is shown that the service provider is guilty of:

- Offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement.
- Misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

#### (vii) Confidentiality

Unless otherwise provided for the parties warrant that each shall keep confidential all matters relating to the Project, and that the parties, their employees, agents and servants shall not divulge

or disclose to any organisation or any person any information, data, documents, secrets, dealings, transactions or affairs relating to or incidental to the Project.

The obligation of confidentiality shall not apply to the following: Any matter generally available in the public domain;

- Any disclosure which may reasonably be required for the performance of that party's obligations under the Agreement;
- Disclosure of information which is required by statute, regulation or any other law.

(viii) Settlement of Disputes

The parties shall seek to resolve in good faith any dispute or difference arising between Them in respect of any matter connected with this Agreement and may not initiate any further proceedings until either party has, by written notice to the other, declared that such negotiations have failed.

Fees

As the nature of the work as set out in this assignment is predictable the total hours and fees must be set out in the proposal. The proposal shall be deemed to include VAT at the prescribed rate i.e. 14%.

(x) Copyright

The Tenderer shall, and does, by the submission of a proposal, warrant that all sources of data, etc, have been obtained through legal means and that where any material is used from outside sources, the written consent of all copyright holders has been obtained.

The Tenderer, by the submission of a proposal, acknowledges and agrees that the report, all associated documents and references become the copyright property of the Buffalo City Municipality and that no data contained in the report (or presentations) may be reproduced in part or whole without the prior written permission of the Buffalo City Municipality under the hand of the City Manager.

In cases where a fee is levied, the Buffalo City Municipality may allow the use of such copyright material, provided that it will retain copyright of the data or information and in return for a commercial charge.

USE OF MUNICIPAL SOURCES

The tenderer will be entitled to obtain reasonable information from sources determined by the Buffalo City Municipality. The Buffalo Municipality will provide reasonable information within such time frames as the relevant Director or General Manager may in his discretion determine. The Buffalo City Municipality shall not be liable for any additional costs sustained or incurred by a tenderer arising from any delay in the provision of such information.

COMPLIANCE WITH ALL LEGISLATION

The tenderer shall submit proof from the South African Revenue Services, the relevant District and Local Municipality that all taxes, levies and service charges are paid up to date or that suitable arrangements have been made to settle such debts.

**CONDITIONS OF TENDERING**

The Conditions of tendering as attached hereto shall apply to the contract.

<b>2.2 PRICING DATA</b>
-------------------------

**2.2.1 PRICING INSTRUCTIONS**

- (i) The rates and prices submitted by the bidder must be entered into the pricing schedule below.
- (ii) No deviations from the pricing schedule will be permitted, except where indicated separately in the schedule of deviations.
- (iii) The quotation amount must be inclusive of VAT, where the bidder is a registered VAT vendor.
- (iv) Bidders must provide rates that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract.
- (v) Bidders are required to pay attention to clause 25 of the general conditions (imbalance in quoted rates).
- (vi) Should there be a discrepancy between the total quotation amount in the pricing schedule, and that in the form of offer; the price in the form of offer will take precedence. Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.

The pricing sheet is to be signed and stamped by the prospective company.

## 2.2 PRICING DATA

### 2.2.1 PRICING INSTRUCTIONS

- (i) Bidders' price offer shall be valid for 90 days from the closing date of this RFQ.
- (ii) The rates and prices submitted by the bidder must be entered into the pricing schedule below.
- (iii) No deviations from the pricing schedule will be permitted, except where indicated separately in the schedule of deviations.
- (iv) The quotation amount must be inclusive of VAT, where the bidder is a registered VAT vendor.
- (v) Bidders must provide rates that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract.
- (vi) Bidders are required to pay attention to clause 25 of the general conditions (imbalance in quoted rates).
- (vii) Should there be a discrepancy between the total quotation amount in the pricing schedule, and that in the form of offer; the price in the form of offer will take precedence. Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (viii) The pricing sheet is to be signed and stamped by the prospective company.
- (ix) **The Total Tender price per day should be inclusive of all equipment required to effectively carry out your duties, as per section 2.3.1(b) Scope of Supply or Services on page 35 of this document**

**RFQ/OCM/2019-20/02-ESTABLISHMENT AND MAINTENANCE OF FRAUD HOTLINE FOR BCMM FOR A PERIOD OF ONE YEAR**

**2.2.2 PRICING SCHEDULE**

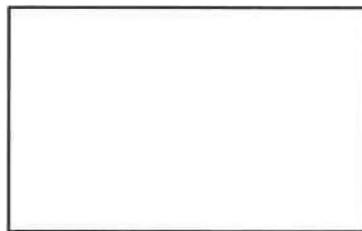
Duration Of Service	Period Required	Rate Per Month	Total
Establishment and Maintenance of Fraud Hotline for BCMM for a Period of one Year	12 months		
Emails	12 months		
Telephone cost	12 months		
Other services	12 months		
SUB-TOTAL			
VAT (14%)			
TOTAL TENDER PRICE (to be carried over to form of offer page)			

Name of Tenderer.....

Date .....

Signature .....

Company Stamp:



## RFQ/OCM/2019-20/02-ESTABLISHMENT AND MAINTENANCE OF FRAUD HOTLINE FOR BCMM FOR A PERIOD OF ONE YEAR

### 2.3 SCOPE OF WORK

#### 2.3.1 Scope of Supply or Services

##### Description of the Services

Buffalo City Metropolitan Municipality calls for the submission of formal written price quotations for the provision of a fraud hotline.

The Local Government: Municipal Finance Management Act imposes a duty on the Accounting Officer to put in place adequate measures to prevent, inter alia, corruptive practices.

Buffalo City Metropolitan Municipality is accordingly required to manage the possibility of fraud and / or other related irregularities in a proactive manner.

The Metro has, through its Top Management Committee, adopted a Fraud Mitigation Strategy. An element of this strategy is the introduction of a Fraud Hotline through which parties who have knowledge of irregularities within the institution can anonymously and confidentially report such suspicions.

##### SCOPE OF WORK

The purpose of this call for formal written price quotations is to contribute to the accomplishment of the principles set out in the Fraud Mitigation Strategy i.e. to proactively combat fraudulent, corrupt or irregular activities relating to the work or mandate of the Municipality.

The appointed Service Provider will be expected and required to provide at least the following services:

- 1 . The provision of a "Hotline". This entails the provision of a call centre, manned by welltrained, multilingual staff, capable of receiving calls from the public at large, through mechanisms such as a Toll free number, facsimile number, e-mail, etc. This may include on-line reporting or letters e.g. Freepos. The service provider may include telephone and email costs in the pricing schedule.
2. The centre shall ideally be capable of receiving complaints 24 hours per day throughout the year including public holidays. Leeway is granted in respect of 25 December in each year.
3. The staff of the call centre will be required to, at least, record the details of the complaint itself, where possible, evidence to support the complaint can be found as well as the complainant's details if the complainant wishes to divulge same. Staff shall obtain the maximum information possible to assist with the investigation process.
4. All complaints shall be allocated unique numbers. These may be classified into groups  
a. g., complaints against individuals, complaints against appointed service providers, etc. Complainants shall be provided with the number applicable to their complaint to enable them to monitor progress in the matter.
5. All complainants calls, however lodged, shall be treated in strict confidentiality. While details of the complaint itself will be forwarded to the municipality, the complainant's details shall be withheld, unless the complainant agrees that such details be released to the municipality. The complainant may elect to remain anonymous and to communicate or provide on-going information in the matter via the call centre.
6. All complaints received shall be sifted and assessed by qualified persons to determine if sufficient suspicion of an irregularity does in fact exist and the cases warrant investigation.
7. All complaints received shall be forwarded to the Municipality. Those that are considered to have sufficient suspicion of validity and where the complainant has provided documentary evidence or an indication where evidence may be found shall be highlighted for attention by the municipality.
8. Note that this call for proposals specifically excludes the investigation of instances of fraud, corruption or unethical behaviour. This function will be conducted by the Municipality after consideration of the report from the call centre.
9. Accreditation with the Ethics Institute of South Africa and linking the hotline to the National Anti-Corruption Hotline will be considered favourably.

**RFQ/OCM/2019-20/02-ESTABLISHMENT AND MAINTENANCE OF FRAUD HOTLINE FOR BCMM FOR A PERIOD OF ONE YEAR**

The contract with the appointed service provider will be for a one [1] year.

-End-

ESTABLISHMENT AND MAINTENANCE OF FRAUD **HOTLINE**