

**UMVoti Local MUNICIPALITY****TENDER DOCUMENT****REFERENCE: T2023/10/11/BTO/BS****TENDER FOR THE PROVISION OF BANKING SERVICES FOR THE UMVOTI LOCAL MUNICIPALITY FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2029 (60 MONTHS)****STAGE 1: COMPLIANCE & FUNCTIONALITY****CLOSING DATE & TIME:****19 JANUARY 2024 at 12:00**

Documents to be addressed to the Municipal Manager and deposited into the Tender Box situated in the foyer of UMVoti Town Hall, 41 King Dinizulu, Greytown

SERVICE PROVIDER'S DETAILS

Name of Bidder:	
Contact Person:	
E-mail Address:	
Telephone Number:	()Code
Fax Number:	()Code
Cell phone number	
Physical Address:	
Postal Address:	
Vat registration number	
Tax compliance status pin	
CSD number	

NOTE:

The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this tender, including the physical aspects of working areas, and by the submission of a tender, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

**Enquiries relating to this tender must be directed to Mr. S. Kaziko,
Tel: (033) – 413 9100.**



UMVOTI LOCAL MUNICIPALITY

TENDER

REFERENCE: T2023/10/11/BTO/BS

TENDER FOR THE PROVISION OF BANKING SERVICES FOR UMVOTI MUNICIPALITY FOR THE PERIOD 01 JULY 2024 TO JUNE 2029 (60 MONTHS)

TENDER NOTICE ADVERTISING

Umvoti Municipality hereby invites registered Financial Institutions in terms of the Banking Act 1990(Act No:94 of 1990) and in terms of Section 110(1)(a) of the MFMA Act 56 of 2003, read together with section 19(1) of the Supply Chain Management Policy to submit Bids for a wide range of Banking Services. The current banking service contract expires on the **30 June 2024**.

PROJECT NAME	CONTRACT NO.:	TENDER CLOSING DATE
Tender For the Provision of Banking Services for The Umvoti Local Municipality for The Period 01 July 2024 to June 2029 (60 Months)	T2023/10/11/BTO/BS	19 January 2024

Bids are to be completed in accordance with the conditions attached to the documents.

Bidders must take note of the following: -

- Valid original SARS tax clearance certificate or attach the SARS letter with the PIN.
- Umvoti Municipality Supply Chain Management Policy will apply.
- Failure to complete all bid forms, data sheets and submit all supplementary information will lead to the bid being considered non-responsive.
- All Bids are valid for 120 days after bid closing date.
- Municipal account, lease agreement for urban resident for both director and the company not older than 3 months.
- Proof of residence for rural residents only for both the director and company not older than 3 months.
- CK document /proof of company registration.
- Certified ID copies of members/directors not older than 3 months.
- Authority of signatory.
- Proof of CSD registration.
- Record of addenda to tender document.
- The Umvoti Local Municipality subscribes to the Preferential Procurement Policy Framework Act No. 5 of 2000 and Preferential Procurement Regulations 2022.
- Failure to comply with the above will lead to disqualification.
- The municipality reserves the right to conduct background checks on all previous work conducted by bidders.
- **Minimum qualifying score is 85%, bidders that score less than 85 out of 100 points for the functionality criteria will be regarded as submitting a non-responsive bid.**
- The following allocation of points will be used to calculate points for the functionality of bids and bidders should ensure that they submit all stipulated supporting documents and information to be pre – evaluated on the criteria mentioned below:
 - ✓ **Details of the designated main branch where the municipality's bank account will be located -8 points.**
 - ✓ **The most recently published credit report by a local independent credit rating agent and an international credit rating agents -5 points.**
 - ✓ **Membership of a clearing house -1 point.**
 - ✓ **The latest set of audit annual financial statements -1 points**

- ✓ The branches and the service points in Umvoti Local -5 points.
- ✓ The bank must be able to handle a large volume of transactions/cash. Outline bulk facilities that will be available -9 points.
- ✓ The identification of all electronics on the bank account which must contain detail/coding -4 points.
- ✓ Deposit identifiers must be installed on these accounts to prevent payments with incorrect references -4 points.
- ✓ Electronic banking services to be provided must be stated-5 points.
- ✓ Cash management facilities must be explained -2 points.
- ✓ The municipality must be able to do electronic stop payments -1 points.
- ✓ Electronic creditors payments must be available with real time options -2 points.
- ✓ An automated clearing bureau for clearing of electronic payments magnetics tape/ debit order facility must be available -5 points.
- ✓ The tender's current involved in providing a banking service to local government whose financial management system is SAGE Evolution Systems- 10 points.
- ✓ The period of historic information, of at least 24 months available on the system must be indicated- 2 points.
- ✓ The tender must be able to provide unique sequentially deposit books for each of the municipalities cash office numbered- 4 points.
- ✓ The branch of the bank where the account is opened must be assigned banking officers- 3 points.
- ✓ The bank controls must be sufficient to allow the identification of transactions not within the scope of the municipalities business and timeous notification of such -1 points.
- ✓ Search facility on source document must be available- 3 points.
- ✓ The municipality must be able to download bank statements electronically on a daily basis- 5 points.
- ✓ The possibility to handle payments directly via the website of the municipality must be indicated -5 points.
- ✓ Details specification of credit card terminals/ speed points must be indicated- 5 points.
- ✓ The possibility to handle payment via the bank's ATM-5 points.
- ✓ The bank must indicate any other relevant service that will be provided- 5 points.
- The below 80/20 preference points will be applicable with specific goals as per Umvoti Municipality Supply Chain Management Policy.

#	Specific Goal(s)	Number of points allocated 80/20 pp	Verification document
1	Youth Categories	5	CSD report and certified copy of ID
2	disability	5	Proof of Doctors certificate And CSD report
3	Gender Based Ownership %	10	CSD report, CK or company registration certificate, copy of ID and BBBEE certificate
a)	Women Ownership (*Must be South African)	5	
	Women ownership - 100% : Black	5	
	Women ownership - > 51% : Black	4	
	Women ownership - 25% - 50% : Black	3	
	Women ownership - 100% : Indian and Coloured	3	
	Women ownership - > 51% : Indian and Coloured	2	
	Women ownership - 25% - 50% : Indian and Coloured	1	
	Women ownership - 100% : White	2	
b)	Men Ownership (*Must be South African)	5	
	Men ownership - 100% : Black	5	
	Men ownership - > 51% : Black	4	
	Men ownership - 25% - 50% : Black	2	

Any tender submitted by a person(s) who is in the service of the state or if that person(s) is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state or who is an advisor or consultant contracted with the Municipality shall not be considered in terms of regulation 44 of the Municipal Supply Chain Regulations

BID DOCUMENTS

Bid documents will be available as from the **27 October 2023** at uMvoti municipality website www.umvoti.gov.za.

BID SUBMISSION

Bids, in sealed envelopes clearly endorsed with the respective project name are to be placed in bid box at the Umvoti Municipality, 41 Bell Street, and Greytown, 3250 – on or before 12h00 **noon as per the above date**. Late, email, fax bids and bids delivered by courier services will not be accepted.

BID ENQUIRIES

All bid enquiries shall be referred to:

SCM-UMVOTI MUNICIPALITY

Umvoti Municipality's Procurement Policy will apply, and the Municipality is not bound to accept the lowest bid or furnish any reason for the acceptance or rejection of any bid and reserves the right to accept any bid or part thereof.

**Ms NP Ndaba
Municipal Manager**

**P.O Box 71
GREYTOWN, 3250**

NOTICE NO. 4882

Please note that the Compliance and Functionality tender document is to be sealed in separate envelope to that of the Price and Preference tender document on submission. The Price component will be opened at a public briefing, date thereto to be advised.

Please note that this tender will be evaluated on functionality and price and any tenderer who scores less than **85** percent, in respect of “functionality” will be regarded as submitting a nonresponsive tender and will be disqualified.

1. EVALUATION

- All Tenders received will be pre - evaluated by a panel on a basis of functionality.

For purposes of comparison and to ensure meaningful evaluation bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned above.

It will be the tenderer's responsibility to check the document on receipt for completeness and to notify the employer of any discrepancies or omissions. It is the tenderer's responsibility to provide all the data and information requested in the form required, failure to do so may be regarded by the employer as a non-responsive tender. Submissions may only be done on documentation supplied by the Municipality.

All communication between the employer and the tenderer shall be in a form that can be read, copied and recorded. All writing shall be in the English Language. The employer shall not take any responsibility for non-receipt of communications from a tenderer.

All enquiries must be directed to Miss NP Ndaba at Tel. 033-314 9100.

Tenderers who do not hear from the uMvoti Local Municipality within 90 days of the closing date of the tender should consider their tender unsuccessful.
Please note that no tender will be accepted by fax or e-mail.

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**UMVOTI MUNICIPALITY
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMVOTI MUNICIPALITY)

BID NUMBER:	T2023/10/11/BTO/BS	CLOSING DATE:	19 JANUARY 2024	CLOSING TIME:	12H00
DESCRIPTION	PROVISION OF BANKING SERVICES FOR THE UMVOTI LOCAL MUNICIPALITY FOR THE PERIOD OF 01 JULY 2024 TO 30 JUNE 2029 (60 MONTHS)				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT

UMVOTI MUNICIPALITY
CUSTOMER RELATION MANAGEMENT CENTRE
41 BELL STREET
GREYTOWN
3250

SUPPLIER INFORMATION

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE INCLUSIVE OF VAT	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance	CONTACT PERSON	Mr S Kaziko
CONTACT PERSON	Mr A Majola	TELEPHONE NUMBER	033 413 9100
TELEPHONE NUMBER	033 413 9149	FACSIMILE NUMBER	033 417 1393
FACSIMILE NUMBER	033 417 2751	E-MAIL ADDRESS	
	Andile.majola@umvoti.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE
UMVOTI MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)**

I, _____, _____ (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Umvoti Municipality, or to any other municipality or municipal entity, are

in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS (ES) OF THE TENDERER

MUNICIPAL ACCOUNT NUMBER

Further details of the bidder's director(s) / shareholder(s) / partner(s) / member(s), etc.:

Further details of the trustee / director(s) / partner(s) / member(s)	Physical residential address of the director / partner / member	Municipal account number(s)
Director / partner / member		
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PLEASE NOTE:

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the Rental/lease agreement is to be submitted with this bid.

Signature

Position

Date

COMMISSIONER OF OATHS

Signed and sworn to before me at

| Apply official stamp of authority on this page:

This _____ day of _____ 20____

by the deponent, who has acknowledged that he/she knows and understands the contents of this affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

Position:

Address:

Tel:

ENCLOSURES

1. FORM OF TENDER & SPECIFICATIONS SECTION A

- FORM OF SPECIFICATION
- FORM OF TENDER
- FORM OF OFFER

2. PREFERENTIAL PROCUREMENT SECTION B

PRICE PREFERENCE FORMS
(TO BE INCLUDED SHOULD PREFERENTIAL POINTS BE CLAIMED)

3. CONDITIONS OF TENDER SECTION C

4. CONDITIONS OF CONTRACT SECTION D

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT

5. FORM OF ACCEPTANCE & DECLARATION SECTION E

PRE-EVALUATION QUALIFICATION METHOD

- FORM OF ACCEPTANCE & DECLARATION
- ORIGINAL VALID SARS TAX CLEARANCE CERTIFICATE PIN
- ORIGINAL OR CERTIFIED COPIES OF REGISTRATION WITH THE FINANCIAL SERVICES BOARD
- ORIGINAL OR CERTIFIED COPIES OF REGISTRATION IN TERMS OF BANKS ACT NO. 94 OF 1990
- ORIGINAL OR CERTIFIED COPIES OF LATEST CREDIT RATING REPORTS
- THREE (3) WRITTEN ORIGINAL OR CERTIFIED COPIES OF VERIFIABLE BUSINESS REFERENCE'S FROM MUNICIPALITIES IN WHICH THE SERVICE WAS RENDERED IN THE LAST THREE (3) YEARS
- ONE (1) WRITTEN ORIGINAL OR CERTIFIED COPY OF A VERIFIABLE REFERENCE FROM AN ORGAN OF STATE WHO OPERATES THE FINANCIAL RECORDS IN ACCORDANCE WITH SCOA PRESCRIPTS.
- DECLARATION OF TENDERERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES
- DECLARATION OF INTEREST
- CERTIFICATE OF INDEPENDENT BID DETERMANATION (MBD 9)
- ACCEPTANCE FORM

POST EVALUATION QUALIFICATION METHOD

- MUNICIPAL ACCOUNTS
- WORKMEN'S COMPENSATION
- CIPRO

NB:

- All forms must be completed.
- if any of the forms, or portion of any form, is not relevant, please indicate it on the form by marking it N/A.

FORM OF TENDER AND SPECIFICATIONS**1. Introduction**

UMvoti Local Municipality hereby seeks a service provider to provide Banking Services for a five (5) year period. The tender will be evaluated in terms of a two-envelope tender process being:

- Compliance and Functionality, and
- Price and special goals

2. Compliance & Functionality

2.1 Tenders will be evaluated in respect of administrative compliance and failure to submit information as required in section "E" will/may lead to your tender being disqualified.

The following Sections to be submitted in a separate, sealed envelope clearly marked: **"COMPLIANCE & FUNCTIONALITY: T2023/10/11/BTO/BS"**

Stage 1: COMPLIANCE & FUNCTIONALITYFORM OF ACCEPTANCE & DECLARATIONSECTION EPRE EVALUATION

- FORM OF ACCEPTANCE & DECLARATION
- ORIGINAL VALID TAX CLEARANCE CERTIFICATE
- ORIGINAL OR CERTIFIED COPIES OF REGISTRATION WITH THE FINANCIAL SERVICES BOARD
- ORIGINAL OR CERTIFIED COPIES OF REGISTRATION IN TERMS OF BANKS ACT NO. 94 OF 1990
- ORIGINAL OR CERTIFIED COPIES OF LASTEST CREDIT RATING REPORTS
- THREE (3) WRITTEN ORIGINAL OR CERTIFIED COPIES OF VERIFIABLE BUSINESS REFERENCE'S FROM MUNICIPALITIES IN WHICH THE SERVICE WAS RENDERED IN THE LAST THREE (3) YEARS.
- ONE (1) WRITTEN ORIGINAL OR CERTIFIED COPY OF A VERIFIABLE REFERENCE FROM AN ORGAN OF STATE WHO OPERATES THE FINANCIAL RECORDS IN ACCORDANCE WITH SCOA PRESCRIPTS.
- DECLARATION OF TENDERERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES
- DECLARATION OF INTEREST
- CERTIFICATE OF INDEPENDENT BID DETERMANATION (MBD 9)
- ACCEPTANCE FORM

POST EVALUATION

- MUNICIPAL ACCOUNTS
- WORKMEN'S COMPENSATION
- CIPRO

SECTION A

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2.2 Functionality evaluation criteria

Number	Description	Max imu m	Scoring Criteria
1.1.1.	Details of the designated main branch where the Municipality's bank account will be located:- a)Name and Physical Location b)Banking relationship structure, names and positions c)Staffing numbers and structures d)After hours services	8	2 points for each Requirement.
1.1.2.	The most recently published credit rating report by a local Independent Credit Rating Agency and an international Credit rating Agency	5	Points; A+ and above 5 A = 4 B and B+ = 3 B- = 2 > B- = 1
1.1.3.	Membership of a clearing House	1	Point awarded on proof of membership
1.1.4.	The latest set of audited annual financial statements.	1	Point awarded on submission
1.1.5.	The branches and service points in UMvoti Local Municipality areas.	5	Max points for at least 1 service point in each LM
1.1.6.	The Bank must be able to handle a large volume of transactions/ cash. Outline bulk facilities that will be available.	9	Max points for Supported Cash Vault facility, 6 points if processed at cash handling facility separate from Bank. 3 points for bulk Facility at bank.
	The identification of all electronic transactions on the bank account which must contain details / coding. EG. Electronic transfers / deposits / fees/ interest	4	Max points for individual coding; 3 points for batch coding; 2 points for partial
1.1.8.	Deposit identifiers must be installed on these accounts to prevent payments with incorrect references.	4	Debtors acc No as part of reference=4; Telephone No only = 3; Surname and initial = 2
1.1.9.	Electronic Banking Services to be provided must be stated. Controls in respect of electronic services must be explained. A 1 day service for electronic transfer of Payments / deposits must be available. An electronic sweeping facility between bank accounts be available.	5	Points awarded on proof of each requirement
1.1.10.	Cash management facilities must be explained. Account information must be available electronically to the Municipality and the electronic downloading of bank statements must be possible	2	Max points awarded for online facility updated daily. 1 Point if data updated at period in excess of 24 hours
1.1.11.	The Municipality must be able to do electronic stop payments.	1	Max points if facility available

1.1.12.	Electronic creditor payments must be available with real time options	2	1 point for availability and 1 point for real time options
1.1.13.	An Automated Clearing Bureau for clearing of electronic payments Magnetic tape/debit order facility must be available. The Bank must be able to supply the Municipality with information pertaining to unpaid ACB	5	Max points for facility with detailed online reports; 3 Points for facility without online reports;
1.1.14.	The tenderer's current involvement in providing a banking service to, Local government whose financial management system is SAGE Evolution Systems/ Tenderer's systems to be compatible with SAGE Evolution.	10	3 engagements = 10 Points; 2 engagements = 8 points; 1 engagement = 6 Points 3 Local Government engagements with systems other than SAGE but with ability to integrate = 5 2 Local Government engagements with systems other than SAGE but with ability to integrate = 3 1 Local Government engagement with systems other than SAGE but with ability to integrate = 1
1.1.15.	The period of historic information, of at least 24 Months, available on the system must be indicated.	2	24 Months = 2 12 months = 1
1.1.16.	The tenderer must be able to provide unique sequentially deposit books for each of the municipalities cash offices numbered - currently three offices	4	Max points if can be provided; 0 if not possible
1.1.17.	The Branch of the Bank where the account is opened must assign banking officers/client managers who are available to handle all aspects of the Municipality's account, including correspondence , arrangements and queries.	3	Max points for yes; 2 Points for partial
1.1.18.	The Banks controls must be sufficient to allow the identification of transactions not within the scope of the Municipalities' business and timeous notification of such.	1	Max points for yes
1.1.19.	Search facility on source document must be available.	3	Max points if available; 0 points if not
1.1.20.	The municipality must be able to download bank statements electronically on a daily basis. Please indicate how far back the municipality would be able to access via this medium.	5	3 Points for downloads; 2 points for 24 month period; 1 point for less than
TOTAL		80	

Please ensure that all criteria is supported by certified copies of documentary proof for points to be awarded.

SECTION A

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Revenue Collection enhancement - Full details to be supplied per item

Number	Description	Maximum points awarded	Scoring Criteria
1.2.1	The possibility to handle payments directly via the website of the Municipality must be indicated.	5	Max points if possible otherwise zero
1.2.2.	Detailed specifications of credit card terminals/speed points must be indicated.	5	Max points if possible; 3 points if available with limitations
1.2.3	The possibility to handle payment via the Bank's ATM or any other electronic system should be indicated.	5	Max points if available otherwise zero
1.2.4.	The Bank must indicate any other relevant service that will be provided. That could enhance revenue collections)	5	Max points for cost effective solutions without further costs to Council
	TOTAL	20	

Please ensure that all criteria is supported by certified copies of documentary proof for points to be awarded.

3. Scope of Work**FORM OF TENDER AND SPECIFICATIONS****1. TENDERER'S RESPONSE**

This Section sets out the banking services that the Municipality requires to be supplied, or made available, by the financial institution/ registered bank (Tenderer). The Tenderer is requested to supply full details of the services required. The Tenderer must supply details of:

- (a) The time frames required by the bank and a programme for implementation of the required banking services,
- (b) Any additional computer hardware or software (and specify who bears the associated cost - SUPPLIED IN STAGE 2 OF THE DOCUMENT) that the Municipality must supply in order for the proposed banking systems to interface with, and
- (c) The training requirements (and specify who bears the associated cost - SUPPLIED IN STAGE 2 OF THE DOCUMENT) for the Municipality's personnel to use the proposed banking system.
- (d) The cost of transfer from the current banker to the successful tenderer must be borne by the successful tenderer.

2. EXECUTIVE SUMMARY OF THE MUNICIPALITY

UMvoti Local Municipality is a Category B municipality and was established in terms of section 12 of the Municipal Structure Act, 1998 (Act No.117 of 1998) in December 2000.

UMvoti Local Municipality covers some 2500 square kilometres and it incorporates Kranskop, Muden, and Sevenoaks. The head office is situated in Greytown.

UMvoti Local Municipality wishes to appoint a financial institution/ registered bank to meet the banking needs of its operational activities. The service provider must be registered in terms of the Banks Act, Act no 94 of 1990.

It is imperative that Tenderers must demonstrate their competence to provide the banking requirements of the Municipality.

SECTION A
Page 6 of 6

3. INVESTMENTS

It should be noted that the investments activities fall outside the scope of this tender.

CONDITIONS OF TENDER**A. GENERAL**

1. The lowest or any tender will not necessarily be accepted and uMvoti Local Municipality reserves the rights to accept the whole or any part of a tender.
2. **This contract will be governed by uMvoti Local Municipality “Conditions of TENDER” only and not any conditions supplied by the tenderer.**
3. Only tenders on uMvoti Local Municipality official tender document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such tender.**
4. It must be clearly understood by the tenderer, that no order/s for such commodities or services required by the uMvoti Local Municipality will be recognized by the tenderer unless an uMvoti Local Municipality official order is issued and it is further understood that uMvoti Local Municipality will not accept responsibility for any payment to the tenderer unless the delivery notes and invoices for such goods or services quote the relevant order number and is sent to uMvoti Local Municipality, Financial Department, P.O. Box 71, GREYTOWN, 3250.
5. Should it be considered necessary by the tenderer that officials of uMvoti Local Municipality should proceed to other centres for inspection purposes, such costs shall be for the account of the tenderer.

SECTION C

Page 2 of 3

6. Should it be considered necessary by the tenderer, in the interest of design, quality or inspection for whatever reason that an uMvoti Local Municipality official should proceed to other centres for inspection purposes, such costs shall be for the account of the tenderer.
7. Only tenders received by 12h00 on the given closing date will be considered. No late tender by post, e-mail, fax, courier or delivered by hand will be accepted after this time.
8. No telegraphic, e-mail or faxed tenders will be accepted and all posted or tenders sent by couriers, must be clearly marked with the postal date and time.
9. **ALL PRICES QUOTED MUST EXCLUDE VALUE ADDED TAX AND MUST BE FIRM FOR A PERIOD OF (90) NINETY DAYS FROM CLOSING DATE OF THIS TENDER.**
10. **The use of correction tape or correction fluid will invalidate your Tender.**
11. This tender must be completed in black ink, failure to do so, will lead to your tender being disqualified.

B. DEMONSTRATIONS AND INSPECTIONS

1. All tenders must be prepared to demonstrate where required, free of charge and obligation, at the uMvoti Local Municipality or any other area within the boundary of the uMvoti Local Municipality, any items offered in this tender.
2. Where officials are required to attend demonstrations or inspections outside the uMvoti Local Municipality boundary of Greytown, all costs to attend such demonstration must be borne by the tenderer.

C. DELIVERIES, COMPLETION AND PENALTIES

1. Delivery date to be negotiated on placing the order.
2. Tenderers shall furthermore note that goods or services will not be considered acceptable and consequently their obligations not fulfilled should goods or services fail to comply with the specifications in the tender document.
3. Where the supplier fails to deliver within the scope of the specifications of this tender, the Municipality reserves the right to obtain services from any other supplier that complies with the specifications and the tenderer will be held responsible for all costs involved.

D. PAYMENTS

1. Payment will be made within 30 days from statement invoice date subject to satisfactory execution of the contract conditions and provided that the statement/invoice is without error.
2. Tenders must clearly state all settlement and trade discounts.
3. Any additional payment for extra work carried out on a contract will only be made provided that the Service provider is issued with a variation order by the procurement section of the uMvoti Local Municipality.
4. The uMvoti Local Municipality hereby indemnifies itself from any claims whatsoever, which may arise as a result of loss of income suffered by the tenderer for any reason directly or indirectly during the course of this tender and uMvoti Local Municipality reserves the right to consider compensation at its own terms.

SECTION D

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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General Conditions of Contract

- 1. Definitions**
 1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall

extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

THE NATIONAL TREASURY: Republic of South Africa

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

FORM OF ACCEPTANCE & DECLARATION

The Municipal Manager
UMvoti Local Municipality
P.O. Box 71
GREYTOWN
3250

I/We (To be completed)

(Representative or Company Name)

The undersigned, having examined the Specification, hereby offer to supply the Municipality with the requirements called for on the Municipality's Form of Tender and Specifications, "Form A" attached, in accordance with the conditions of this tender.

I/We further undertake that this offer shall not be retracted or withdrawn from the closing date of this tender up to the order date.

I/We further undertake, in the event of the acceptance of this tender, either wholly or in part, to enter into a formal contract, if required, and to provide one good and sufficient surety for the due fulfilment of the contract to the satisfaction of the Municipality.

I/We also agree:

- (a) That if the tender be accepted, the acceptance may be communicated to us by email or letter through the post and that in such case the Post Office shall be regarded as our agents and delivery of such acceptance to the Post Office shall be treated as delivery to us;
- (b) The Municipality chooses as its "domicilium citandi et executandi" for the purpose of the contract, the following address:

UMvoti Local Municipality
uMvoti CRM Centre
Private Bag X 1025
GREYTOWN 3250

- c) The law of South Africa will govern the contract created by acceptance of our tender and we agree to submit to the jurisdiction of the South African Courts;
- d) That if our tender be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said tender and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said tender and the acceptance thereof by the said Municipality.

I/WE ALSO DECLARE THAT:

- 1) The information provided is true and correct;
- 2) The signatory to the tender document is duly authorized;
- 3) I/we are registered for Workman's Compensation and the valid original (or valid certified copy) of the workman's compensation commissioner's letter of good standing is attached. When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted

In the case where it is not possible for a tenderer to obtain the above letter of good standing from the workmen's compensation commissioner, an affidavit is to be submitted advising that the business has registered with the workmen's compensation commissioner.

In the case where a business does not employ any employees an affidavit together with a letter from the workmen's compensation commissioner addressed to the business, confirming that registration is not required, must be submitted.

- 4) Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 5) The original valid SARS tax clearance certificate PIN is attached;
- 6) My municipal rates and taxes are paid up to date and the following is attached:

**A. TENDERER IS LANDOWNER FOR PURPOSE
OF CONDUCTING BUSINESS FROM ITS PREMISES**

A.1 In the case where the tenderer owns the property from which the tenderer's business operates from, an original or certified copy of the tenderer's business most recent municipal account indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the Municipality in which jurisdiction the said property is situated, must be submitted.

NB: Should there be **separate** tax invoices from the municipality for property rates and services (taxes), you are required to submit the most recent of each of these invoices

OR

SECTION E

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**B. TENDERER IS THE TENANT FOR PURPOSE OF CONDUCTING
ITS BUSINESS FROM PREMISES**

- B.1 In the case where the tenderer does not own property and is a tenant for the purpose of its business establishment, the tenderer to provide an original or certified copy of a certificate from it's landlord certifying that all the tenants payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or
- B.2 In the case where the tenderer as tenant is responsible for its own municipal accounts with the municipality then tenderer must attach on original or certified copy of a letter from the landlord certifying the above together with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

**PAGE TO WHICH ORIGINAL VALID SARS TAX
CLEARANCE CERTIFICATE PIN MUST BE ATTACHED**

Please attach your original valid SARS Tax Clearance Certificate PIN to this page.

**FAILURE TO DO SO WILL LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

**PAGE TO WHICH VALID ORIGINAL OR CERTIFIED COPIES OF
REGISTRATION WITH THE FINANCIAL SERVICES BOARD MUST
BE ATTACHED**

Please attach a valid certified copy of proof of registration with the Financial Services Board to this page.

**FAILURE TO DO SO WILL LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

**PAGE TO WHICH VALID CERTIFIED COPIES OF REGISTRATION IN
TERMS OF THE BANKS ACT NO 94 OF 1990**

Please attach valid certified copies of your registration to this page.

**FAILURE TO DO SO WILL LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

PAGE TO WHICH CERTIFIED COPIES OF LATEST CREDIT RATING REPORTS (LOCAL AND INTERNATIONAL RATINGS)

Please attach valid certified copies of your credit rating reports to this page.

FAILURE TO DO SO WILL LEAD TO YOUR TENDER BEING DISQUALIFIED.

SECTION E

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PAGE TO WHICH THREE (3) VALID ORIGINAL OR CERTIFIED COPIES OF REFERENCE LETTERS FROM MUNICIPALITIES IN THE LAST THREE (3) YEARS MUST BE ATTACHED

Please attach certified copies OR original letters of reference from municipalities wherein your services where rendered for which are for the last three financial years.

FAILURE TO DO SO WILL LEAD TO YOUR TENDER BEING DISQUALIFIED.

**PAGE TO WHICH ONE (1) WRITTEN VALID ORIGINAL OR
CERTIFIED COPY OF REFERENCE LETTER FROM AN ORGAN OF
STATE WHO OPERATE THE FINANCIAL RECORDS IN
ACCORDANCE WITH MSCOA PRESCRIPTS MUST BE ATTACHED**

Please attach certified copy OR original letter of reference from an organ of State who operate the financial records in accordance with MSCOA prescripts municipalities wherein your services where rendered, to this page.

**FAILURE TO DO SO WILL LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

SECTION E

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**PAGE TO WHICH VALID ORIGINAL (OR VALID CERTIFIED COPY)
OF THE WORKMEN'S COMPENSATION LETTER OF GOOD
STANDING MUST BE ATTACHED**

Please attach valid original (or valid certified copy) of the Workmen's Compensation Letter of Good Standing to this page.

In the case where it is not possible for a tenderer to obtain the above Letter of Good Standing from the Workmen's Compensation Commissioner, an affidavit is to be submitted advising that the business has registered with the Workmen's Compensation Commissioner, or an original or certified copy of a letter from Workmen's Compensation Commissioner indicating that the company is registered with the Workmen's Compensation Commissioner.

In the case where a business does not employ any employees an affidavit Together with a Letter from the Workmen's Compensation Commissioner addressed to the business, confirming that registration is not required, must be submitted.

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

PAGE TO WHICH ANY OF THE FOLLOWING MUST BE ATTACHED**IN THE CASE WHERE:****A. TENDERER AS LANDOWNER FOR PURPOSE
OF CONDUCTING BUSINESS FROM PREMISES**

Please select the relevant
option by ticking below

A.1 In the case where the tenderer owns the property from which the tenderer's business operates from, an original or certified copy of the tenderer's business most recent municipal account indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the Municipality in which jurisdiction the said property is situated, must be submitted.



NB: Should there be **separate** tax invoices from the municipality for property rates and services ('taxes), you are required to submit the most recent of each of these invoices

**OR****B. TENDERER IS THE TENANT FOR PURPOSE OF CONDUCTING
ITS BUSINESS FROM PREMISES**

B.1 In the case where the tenderer does not own property and is a tenant for the purpose of its business establishment, the tenderer to provide an original or certified copy of a certificate from its landlord certifying that all the tenants payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or



B.2 In the case where the tenderer as tenant is responsible for its own municipal accounts with the municipality then tenderer must attach an original or certified copy of a letter from the landlord certifying the above together with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.



**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

**PAGE TO WHICH A CERTIFIED COPY OF THE
COMPANIES AND INTELLECTUAL PROPERTY
REGISTRATION OFFICE (CIPRO) CERTIFICATE MUST
BE ATTACHED**

Please attach valid certified copies of your CIPRO Certificate to this page.

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Tendering Document must form part of all Tenders 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 Tender of any tenderer may be rejected if that tenderer, 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. Wilfully 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 Tender.

Item	Question	Yes	No
4.1	Is the tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	<p>Is the tenderer 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>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the tenderer 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:		
4.4	<p>Does the tenderer 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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the tenderer 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"/>
4.5.1	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 Tenderer



DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

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

Signature

Date

Capacity

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Application Document (MAD) must form part of all applications¹ 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 application (or application rigging)². Collusive application 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 the reasonable steps to prevent such abuse;
 - b. Reject the application of any applicant if that applicant 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 application process or the execution of the contract.
4. The MAD serves as a certificate of the declaration that would be used by institutions to ensure that, when applications are considered, reasonable steps are taken to prevent any form of application rigging.
5. In order to give effect to the above, the attached certificate of Application Determination (MAD 9) must be completed and submitted with application:

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. in particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement 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.

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

ACCEPTANCE**NB:**

- FAILING TO ATTACH ANY OF THE DOCUMENTS SPECIFIED IN THIS TENDER DOCUMENT, OR FAILURE TO COMPLETE IN FULL THOSE SECTIONS REQUIRING COMPLETION, WILL INVALIDATE THE TENDER.

FOR AND ON BEHALF OF

NAME OF COMPANY _____

ADDRESS _____

NAME OF TENDERER _____

SIGNATURE OF TENDERER _____

DATE _____



UMvoti Local MUNICIPALITY TENDER DOCUMENT

REFERENCE: T2023/10/11/BTO/BS

TENDER FOR THE PROVISION OF BANKING SERVICES FOR THE UMVOTI LOCAL MUNICIPALITY FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2029 (60 MONTHS)

STAGE 2: PRICE & PREFERENCE

CLOSING DATE & TIME:

19 January 2023 at 12:00

Documents to be addressed to the Municipal Manager and deposited into the Tender Box situated in the foyer of UMvoti Municipality, Town Hall, 100 KING DINUZULU STREET, Greytown

SERVICE PROVIDER'S DETAILS

Name of Service Provider:	
Contact Person:	
E-mail Address:	
Telephone Number:	()Code
Fax Number:	()Code
Physical Address:	
Postal Address:	

NOTE:

The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this tender, including the physical aspects of working areas, and by the submission of a tender, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

Enquiries relating to this tender must be directed to **Mr. S Kaziko**, P.O. Box 71, Greytown 3250, Tel: (033) – 413 9100

Stage 2: PRICE AND PREFERENCE

1.1 All tenders that have met the bench mark set for functionality will be evaluated on a 80/20 preferential points structure of which the 80 points will be based on a price as per Section b of the tender document and 20 points based on the preferential point based on the PPPFA regulations 2017.

1.2 FINANCIAL INFORMATION

1.2.1. Vat Registration Number: 4000791816

1.2.2 Budget

	2020/2021 R'000	2021/2022 R'000	2022/2023 R'000
Operating Revenue	367 872	355 809	382 435
Operating Expenditure	334 878	377 311	407 581
Capital Expenditure	59 431	50 855	38 890

1.1.3 Statistical Information

The approximate aggregated values and volumes of the Municipality's banking transactions based on the prior year actuals for a 12 month period; 1 July 2022 to 30 June 2023 are not committed, hence actual volumes and values for the duration of the contract may differ, however prices tendered must be based on the quoted volumes in order for the tenders to be equitable:-

1.2.4 Approximate Deposits

5.3.1.1	Number of Deposits	Transactions	
		14 401	624 747 583
5.3.1.2	Cash	1 215	2 714 419
5.3.1.3	Direct/Electronic	13 186	622 033 164
	Deposits		

SECTION A.2

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1.2.6 Approximate EFT Payments to third parties

	Transactions	R
Number of EFT Payment runs- creditors	951	235 953 341

Please note that the municipality is migrating towards effecting payments via EFT

1.2.7 Approximate Payroll Details

	Transactions	R
Employees (Staff & Councilors)	12	165 078 000
EFT Transactions & Value (3rd party transactions)	90	42 000 000

1.2.8 Approximate Deposit Books

	Number
Pre printed triplicate books	72

1.2.10 Approximate Copies of deposit slips

	Number
Copies of deposit slips	250

1.2.11 Approximate Debit order facility for consumers

	Transactions
ACB Payment	R150 Per Month R 100 000 pm Average

1.2.12 Approximate Returned debit orders

	Transactions	R
Unpaid debit orders	+- 2 per month	Average R 500 p.m

1.2.13 Approximate Download of Bank Statements

	No of Pages
Online Bank statements	1494

1.2.14 Approximate Investments transactions

	Transactions	R'000
Investments transactions	521	235 631

1.2.15 Schedule of Bank Accounts

The Municipality operates the following bank accounts:

NO.	NAME OF BANK ACCOUNT
1	Primary Account

1.3 BANKING PRODUCTS AND SERVICES

1.3.	Handling of cash
1.3.1.	Cash deposit facility.
1.3.2.	Cash withdrawals.
1.3.3.	Supply of pre-printed numbered deposit books (Quadruplicate).
1.3.4.	Controls to ensure that the physical cash deposited is reconciled to the amount recorded on the deposit slip.
1.3.5.	A dedicated support team to maintain and service all banking enquiries.
1.3.6.	A facility where consumers can make payments on their account directly to the bank on submission of their accounts
1.3.7.	A facility where consumers can make payments on their account directly to the Municipality by way of debit order.

SECTION A.2

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1.4.	Other Services
1.4.1	Audit confirmation letters/ certificates.
1.4.2	Download / emailing of statements (daily, weekly and monthly - paid cheques to be in numerical sequence). NB: Statements to be emailed to approve personnel to CBD, Greytown. Delivery of provisional statements.
1.4.3	Returned/ disputed debit order. (Full details of debit order to be provided on request)
1.4.4	Favourable interest rate on credit balances in the bank accounts of the municipality.
1.4.5	The tenderer's teller must capture the digits account number from the pre-printed deposit slip forming part of the Municipality's Bill for all deposits taken in over the counter at any of the tenderer's branches.
1.4.6	The account number must be reflected on the bank statement. A download of deposits with the account numbers in a file format for electronic receipting purposes.
1.4.7	Restricted trading hour services i.e. 7AM to 16:30PM, Monday to Friday
1.4.8	Account holder verification- All banks Pre-defined beneficiary <ul style="list-style-type: none"><input type="checkbox"/> Electronic deposit identifier<input type="checkbox"/> Branch identifier
1.4.9	Cordless speed point facility- All 3 offices (Credit and Debit Card)
1.4.10	Petrol card facility and downloaded invoices and statements

1.5.	Reporting, Audit Trails and Queries
1.5.1.	Comprehensive daily and monthly cash management reports and statements.
1.5.2.	PDF copies of historic information in respect of all bank related queries and indicate the available period (minimum 12 months).
1.5.3.	A download and hard copy of electronic payments received through internet, sa-switch, telephone banking, etc, into csv or excel file format for electronic receipting into the Municipality's system.
1.5.4.	Deposit error corrections must be reported to the Municipality within 24 hours of the deposit inclusive of all supporting documentation and video footage.
1.5.5.	On-line, real-time enquiry facilities.

1.6.	Electronic Banking Services
1.6.1.	Direct on-line balance enquiry.
1.6.2.	Direct on-line statement enquiry.
1.6.3.	Direct on-line stop payment facility.
1.6.4.	Direct on-line reversal of stop payment.
1.6.5.	Electronic historic information in respect of all bank statements and indicate the available period (minimum 12 months).
1.6.6.	Facility to download information on the bank statement into the Municipality's system to facilitate bank reconciliations.
1.6.7.	An audit trail of all electronic fund transfers and deposits.
1.6.8.	Direct on-line facility to enable transfer of funds electronically between the Municipality's bank accounts.
1.6.9.	An electronic direct debit facility to collect payments from the Municipality's consumers (Tenderer's bank and agent banks).
1.6.10	An electronic enquiry facility to access rejections with a reason/ code explaining the rejection and recall facility.
1.6.11	EFT Payments to nominated accounts where the tenderer's system allows the Municipality to specify the maximum amount as well as the number of payments per day to be made to a nominated account with exception reports when these limits are exceeded.(Investments, salaries etc) EFT facility to effect salary payments <ul style="list-style-type: none">- Transfer to Tenderers bank- Transfer to Agent's bank- Recall of transfer- Late recalls- Return of unpaid items- Copies of payment reports- Transaction tracing
1.6.12	An audit trail of all EFT payments per payee name and should be able to be printed if required. Electronic Foreign exchange payment facility

SECTION A.2

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COMPULSORY SPECIFICATION-

The Tenderer must ensure that this Section is fully completed. Tick either Yes or No. If the answer is Yes then indicate the associated costs if applicable;

A	SERVICES REQUIRED	YES	NO	Estimated transaction Quantities	Cost in rand per transaction/unit excl vat	Estimated Cost excl vat
1.	Cash deposit facility			1215		
	-Cash deposit fee bulk cash centre					
	-Cash handling fee branch					
	-Cash withdrawal fee					
2.	EFT service to facilitate batch payments (importing and release)			13 186		
4.	EFT facility to effect salary payments					
	ACB facility to effect salary payments					
	- transfer to Tenderers bank					
	-transfer to Agent bank			72		
	-stop payment of salary			1		
	-recall to transfer			1		
	-late recalls			1		
	-transaction tracing			1		
5.	Supply of quadruplicate pre- printed numbered deposit books			72		
6.	Debit order facility for consumers			1		
Total carried forward					R	

A	SERVICES REQUIRED	YES	NO	Estimated transaction Quantities	Cost in rand per transaction/unit excl vat	Estimated Cost excl vat
7.	Returned debit order			1		
8.	<input type="checkbox"/> Download deposit account statement with digit account numbers into file format into SAGE financial system.			1		
	<input type="checkbox"/> Downloading of hard copy and electronic information into file format					
9.	Providing copies of deposit slips/statements			1		
10.	Dedicated support team (not help desk)			1		
11.	Audit trail and confirmation letters/ certificates			1		
12.	Delivery of statements and delivery of provisional statements			1		
13.	Interest rate on primary account credit balance - relationship to prime rate			R586 906 p.a		()
Total carried forward						R

A	SERVICES REQUIRED	YES	NO	Estimated transaction Quantities	Cost in rand per transaction/unit excl vat	Estimated Cost excl vat
14.	Interest paid out at month- end			0		-
15.	Capturing of the 7 digit municipal bill account number on bank statement.			1		
16.	Account verification			1		
17.	Pre-defined beneficiaries			1		
18.	Cordless Speed-point facility			2		
19.	Petrol card facility and downloaded invoices and statements, Electronic direct debit facility			1		
20.	Deposit error corrections reported within 24 hours			1		
21.	On-line, real-time enquiry facility			1		
22.	Direct on-line facility to capture bank transfers			1		
23.	On line rejections and recall facility.			1		
24.	On line photographic images of all documentation and deposits. Price/pg			1		
25.	Interface with Accounting system			1		
26.	Daily and monthly cash management reports and statements			1		
27.	Hard copies of historic information requested			1		
28.	Historic information supplied electronically			1		
Total carried forward						R

SECTION A.2
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A	SERVICES REQUIRED	YES	NO	Estimated transaction Quantities	Cost in rand per transaction/unit excl vat	Estimated Cost excl vat
39.	EFT payments to effect investments with financial institutions - Transfers to tenderers bank			60		
40.	Audit trail of all unpaid cheques and unpaid salary transaction			1		
41.	Backup to be kept off site			1		
42.	Issuing of guarantees			1		
43.	Letters of credit/forward cover /foreign currency	'	'	1		
44.	Customer credit referencing			1		
45.	Economic advise/forecasting			1		
46.	Custodial services			1		
47.	Debit or credit card machine			1		
48.	Facility for rural banking			1		
Total carried forward						R
Grand total excl vat:						R
Grant total in words excl vat:						

B. ADDITIONAL SERVICES PROVIDED BY THE BANK NOT INCLUDED ABOVE.

B	SERVICES REQUIRED
	<p>Time frames required and programme for implementation of the required banking services and training requirements (at own cost) to use the proposed banking system</p> <p>Any additional hardware or software and cost to the Municipality (where applicable) needed in order for the proposed banking system to interface with</p> <p><input type="checkbox"/> SAGE financial system</p> <p><input type="checkbox"/> SAGE VIP</p>

2. ESCALATION

Nominal contractual Escalation after every twelve months: _____ %

Nominal contractual Escalation in words: _____

NB: All Prices to Exclude Value Added Tax.

3. SPECIAL CONDITIONS:

- 3.1 Fees must be quoted in South African Rands and must be VAT exclusive, indicating any escalation;
- 3.2 The tenderer is responsible for any costs associated with the submission of their tender;
- 3.3 Payment of fees will be linked to deliverables as outlined in form of offer and specification;
- 3.4 All areas of work will be preceded by a signed off audit planning memorandum wherein the scope of work will be agreed upon prior to the commencement thereof;
- 3.5 Appointment will be made in compliance with the SCM Policy of Council;

Name: _____

Signature: _____

Date: _____

FAILURE TO COMPLETE THIS SECTION WILL LEAD TO YOUR TENDER BEING DISQUALIFIED

FORM OF OFFER AND ACCEPTANCE

TENDER T2023/10/11/BTO/BS

NOTE: THE FORM OF OFFER MUST BE COMPLETED CORRECTLY, SIGNED AND WITNESSED. FAILURE TO COMPLY WILL MEAN THAT NO OFFER HAS BEEN MADE AND THE TENDER WILL NOT BE FURTHER EVALUATED.

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Municipality identified below accepts the tenderers offer. In consideration thereof, the Municipality shall pay the contractor the amount due. Acceptance of the tenderers offer shall form an agreement between the Municipality and the tenderer upon the terms and conditions contained in this contract that is the subject of this agreement.

The terms of the contract, are contained in section "D" of this document (NT Conditions of contract) as well as any special conditions (if any)

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Municipality to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of this document. Failure to fulfill 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 working days of the date of such receipt notifies the Municipality in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signed at

For the UMvoti Local Municipality

Signature Date

Name Capacity

Witness:

Name

Signature

Date

And

For the Contractor/ Service provider

Signature Date

Name Capacity

Witness:

Name

Signature

Date

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**
(*delete whichever is not applicable for this tender*).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

$$P_S = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right) \text{ or } P_S = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$80/20$	or	$90/10$
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$ or		$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Youth categories		5		
Disability		5		
Woman ownership		5		
Men ownership		5		
TOTAL		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole proprietor

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

Please attach, to this page, an original or certified copy of the valid B-BBEE status level verification certificate, issued by either:

- A Verification Agency that was accredited by the South African National Accreditation System (SANAS).
- A Registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA)
- An Accounting Officer as contemplated in section 60(4) of the Closed Corporation Act no. 69 of 1984 (CCA) (in the case of EME's)

Failure to attach the certificate will result in a zero score for preference points.

BRIBERY AFFIDAVIT

QUESTION:

Has the Bidder or any of its Directors been offered any bribe or made any promises that the project would be awarded fully or partially to the Bidder, by any Municipal Official/Councillor or anybody who may affect the outcome of the Bid?

YES/NO:

If yes, furnish particulars:

}

BID INFORMATION

1. The entire bid must be read in conjunction with the general bid conditions, the bid quotation document and the bid specification documents and all bids must be submitted on the official forms and documents,
2. This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2022 as amended, the general conditions of contract (GCC) and, if applicable, any other special conditions of contract,
3. No bids 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).
4. The following particulars must be furnished by the Bidder:

- 4.1 Name of bidder.....
- 4.2 Postal address.....
- 4.3 Street address.....
- 4.4 Telephone number (with code)
- 4.5 Cellphone number.....
- 4.6 Facsimile number (with code)
- 4.7 E-mail address.....
- 4.8 VAT registration number
- 4.9 Has an original and valid SARS tax pin been attached? (MBD 1) YES/NO.....
- 4.10 Has a B-BBEE status level verification certificate been submitted? (MBD 6.1) YES/NO

If yes, Who was the certificate issued by?

- i) An accounting officer as contemplated in the close corporation act
- ii) A verification agency accredited by south African national accreditation system (SANAS) or
- iii) A registered auditor

.....

(A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE)

4.11 TOTAL BID PRICE (INCLUDING VAT)

R.....

.....) IN WRITING.

5. Any enquiries regarding the bid may be directed to:

Municipality : Umvoti MUNICIPALITY
Department : BTO
Contact Person : Andile Nene
Telephone number : 033 41 39100

Fax number : 033 41 72751

E-mail:

6. The Umvoti Local Municipality reserves the right to accept any Tender or part of any Tender and is not bound to accept the lowest tender or any other Tender.

7. No late, e-mailed, posted or faxed Bids will be accepted.

8. **The Bid will be evaluated based on the Municipality's supply chain management policy, the Bid Documents and in terms of the 80/20 preference point system, where the 80 points are used for price and the 20 points are used for special goals.**

SIGNATURE OF BIDDER

DATE.....

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

BID (TENDER) CONDITIONS

4.1 Bid (Tender) Documents

The words Bid and Tender have the same meaning and the successful Bidder/Tenderer will be required to sign a Service Level Agreement with the Umvoti Local Municipality.

4.2 Completion of Specification Documents

- (a) The original Tender Document must be completed fully in **black ink** and signed by the authorised signatory to validate the Tender. All the pages must be initialled the authorised signatory and returned. Failure to do so will result in the invalidation of the Tender.
- (b) The complete original Tender Document must be returned. Missing pages will result in the invalidation/disqualification of the Tender.

4.3 Alteration or Qualification of Tender

No unauthorised alteration of this set of Tender Documents will be allowed. Any unauthorised alteration will disqualify the Tender automatically. Any ambiguity has to be cleared with contact person for the Tender before the Tender closure.

4.4 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this Tender on the Tenderer's behalf must be attached to the Tender Document on submission of same.
- (b) A Tender shall be eligible for consideration only if it bears the signature of the Tenderer or of some person duly and lawfully authorised to sign it for and on behalf of the Tenderer.

4.5 Tax Clearance Certificate

- (a) A valid original SARS pin Certificate must accompany the Tender documents.
- (b) Tenders not supported by a valid original SARS PIN Certificate as an attachment to the Tender documents will be invalidated.

4.6 Evaluation of Bids/Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

4.7 Acceptance or Rejection of a Bid/Tender

The Municipality reserves the right to withdraw any invitation to Tender and/or to re advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender, or any tender.

4.8 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central supplier database.

4.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory and Bids/Tenders will not be accepted and disqualified if the Bidder has not attended the compulsory briefing, site or information meetings.

4.10 Stamp and Other Duties

The successful Tenderer will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

4.11 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

4.12 Procurement Policy

Tenders will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and the preferential procurement regulations, 2017 as amended.

4.14 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

4.15 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the tenderer which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

4.16 Validity Period

Tenders shall remain valid for **ninety (120) days** after the tender closure date.

4.17 Extension of Contract

The contract with the successful tenderer may be extended subject to Council approval and following the municipality's supply chain management policy, provided funds are available.

4.18 General and Special Conditions of Contract

The General Conditions of Contract as well as Special Conditions of Contract forming part of this set of tender documents will applicable to this tender in addition to the conditions of tenders.

4.19 Municipal Rates, Taxes and Charges

Any tenderer which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than Thirty days and have not settled before the tender closure date will be disqualified. Any tenderer residing in rural area must provide **proof of residence** obtainable from local councillor. Any tenderer who has a leased the office space must provide **signed copy of the lease agreement**

4.20 Contact with Municipality after Tender Closure Date

Bidders / Tenderers shall not contact the Umvoti Municipality on any matter relating to their tender from the time of the opening of the tender to the time the contract is awarded. If a tenderer wishes to bring additional information to the notice of the Umvoti Municipality, it should do so in writing to the Umvoti Municipality. Any effort by the firm to influence the Umvoti Municipality in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tender.

STANDARD CONDITIONS OF CONTRACT

1 DEFINITIONS

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the tendering documents for the receipt of tenders.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the *contract* form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the *contract* for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in *contract* execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the *conditions of the contract* or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the *conditions of the contract* or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a *contract* to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
 - 1.14 "GCC" means the *General Conditions of Contract*.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the *contract*.

1.16 "Imported content" means that portion of the tendering price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the Tender will be manufactured.

1.17 "Local content" means that portion of the tendering price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in tendering documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa..

1.23 "SCC" means the **Special Conditions of Contract**.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the **contract**.

1.25 "Supplier" means the successful tenderer who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product/service required by the contract.

1.28 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

2.1 These **general conditions** are applicable to all tenders, contracts and orders including tenders for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tendering documents.

2.2 Where applicable, special **conditions of contract** are also laid down to cover specific supplies, services or works.

2.3 Where such special **conditions of contract** are in conflict with these **general conditions**, the special **conditions** shall apply.

3. GENERAL

3.1 Unless otherwise indicated in the tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a tender. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to tender are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. STANDARDS

4.1 The goods supplied shall conform to the standards mentioned in the tender documents and specifications.

5. USE OF CONTRACT DOCUMENTS, INFORMATION AND INSPECTION.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the **contract**, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the **contract**. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the **contract**.

5.3 Any document, other than **the contract** itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the **contract** if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. PERFORMANCE SECURITY

7.1 Within thirty (30) days of receipt of the notification of **contract** award, the successful tenderer shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the **contract**.

7.3 The performance security shall be denominated in the currency of the **contract** or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or

(b) A cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the **contract**, including any warranty obligations, unless otherwise specified in SCC.

8. INSPECTIONS, TESTS ANALYSES

8.1 All pre-tendering testing will be for the account of the tenderer.

8.2 If it is a tender condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the tenderer or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the tendering documents and no mention is made in the **contract**, but during the **contract** period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the **contract** requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the **contract** requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the **contract** requirements may be rejected.

8.7 Any **contract** supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the **contract**. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the **contract**. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the **contract** on account of a breach of the **conditions** thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the **contract**. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the **contract**, including additional requirements, if any, specified in SCC, and in any subsequent Instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the **contract**.

11. INSURANCE

11.1 The goods supplied under the **contract** shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. TRANSPORTATION

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. INCIDENTAL SERVICES

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this **contract**; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the **contract** price for the goods shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the **contract**; and;
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

15.1 The supplier warrants that the goods supplied under the **contract** are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the **contract**. The supplier further warrants that all goods supplied under this **contract** shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the **conditions** prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **contract**, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the **contract**.

16. PAYMENT

- 16.1 The method and **conditions** of payment to be made to the supplier under this **contract** shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the **contract**.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. PRICES

- 17.1 Prices charged by the supplier for goods delivered and services performed under the **contract** shall not vary from the prices quoted by the supplier in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

18. VARIATION ORDERS

- 18.1 The Bid/Tender is a fixed price Bid/Tender with no variations anticipated and escalations built into the price.

19. ASSIGNMENT

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the **contract**, except with the purchaser's prior written consent.

20. SUBCONTRACTS

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the **contract**.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

21.2 If at any time during performance of the **contract**, the supplier or its subcontractor(s) should encounter **conditions** impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of **contract**.

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. PENALTIES

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the **contract**, the purchaser shall, without prejudice to its other remedies under the **contract**, deduct from the **contract** price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the **contract** pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

23.1 The purchaser, without prejudice to any other remedy for breach of **contract**, by written notice of default sent to the supplier, may terminate this **contract** in whole or in part:

- If the supplier fails to deliver any or all of the goods within the period(s) specified in the **contract**, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- If the Supplier fails to perform any other obligation(s) under the **contract**; or
- If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the **contract**.

23.2 In the event the purchaser terminates the **contract** in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the **contract** to the extent not terminated.

23.3 Where the purchaser terminates the **contract** in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

The name and address of the supplier and / or person restricted by the purchaser.

- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1 When, after the date of tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the **contract** or any other **contract** or any other amount which may be due to him.

25. FORCE MAJEURE

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the **contract** is the result of an event of force majeure.

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the **contract**, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter maybe commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) The parties shall continue to perform their respective obligations under the **contract** unless they otherwise agree; and
 - (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) The supplier shall not be liable to the purchaser, whether in **contract**, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) The aggregate liability of the supplier to the purchaser, whether under the **contract**, in tort or otherwise, shall not exceed the total **contract** price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

- 29.1 The **contract** shall be written in English. All correspondence and other documents pertaining to the **contract** that is exchanged by the parties shall also be written in English.

30. APPLICABLE LAW

- 30.1 The **contract** shall be interpreted in accordance with South African laws, unless otherwise specified.

31. NOTICES

- 31.1 Every written acceptance of a tender shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his Tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the **contract** documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No **contract** shall be concluded with any tenderer whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred tenderer are in order.
- 32.4 No contract shall be concluded with any tenderer whose municipal rates and taxes and municipal service charges are in arrears.

33. TRANSFER OF CONTRACTS

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

34. AMENDMENTS OF CONTRACTS

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

35. PROHIBITION OF RESTRICTIVE PRACTICES

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a tenderer (s) is / are or a contractor(s) was / were involved in collusive Tendering.
- 35.2 If a tenderer(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.
- 35.3 If a tenderer(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the tender(s) for such item(s) offered, and / or terminate the **contract** in whole or part, and / or restrict the tenderer(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the tenderer(s) or contractor(s) concerned.

AUTHORITY OF SIGNATORY

Signatories for companies must establish their authority by attaching to this form, a copy of the relevant resolution of the board of directors, duly signed and dated.

An example as shown below:

"By resolution of the board of directors taken on _____ 20 _____

Mr/Me _____

Has been duly authorised to sign all documents in connection with this Tender for contract and any contract which may arise there from on behalf of

(BLOCK CAPITALS) _____

SIGNED ON BEHALF OF THE COMPANY : _____

IN HIS CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

FINANCIAL STATEMENTS & BANK REFERENCE

I/We, the undersigned do hereby certify as follows:

A Financial Statements

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer, when requested

B Bank Reference

I/We furnish the following information:

- i. Banker's name : _____
- ii. Banker's address : _____

- iii. Banker's Tel No : _____
- iv. Branch Code : _____
- v. Branch Name : _____

C Account Details

- i. Account Number : _____
- ii. Account Name : _____
- iii. Account type

Savings	Cheque	Other (specify)
---------	--------	-----------------

D. Bank assessment code

Bank Classification:

Bank Codes: Code A

Unreserved for the amount mentioned.

This code is obtained in the case of excellent businesses with unreserved financial positions.

This code is very seldom obtained.

Bank Codes: Code B

Good for the amount mentioned if for business purposes.

It is obtained if the client has a good record and has met his obligations without exception.

Bank Codes: Code C

Good for the amount mentioned provided and it is strictly for business purposes.

This is the report that is generally used, and indicates that the client has a good record and qualifies for a B code, but the amount mentioned may appear high in the case of business requirements.

Bank Codes: Code D

Good for authorized business requirements and a reasonable business risk for the amount mentioned.

This is obtained when a client handles an account in a satisfactory manner, but on a small scale.

Bank Codes: Code E

Amount is regarded as too high.

This means that the amount is too high relative to the client's financial capabilities.

Bank Codes: Code F

Financial position unknown.

This is obtained if the credit information available to the bank is insufficient for expressing an opinion.

Bank Codes: Code G

Cheques are sporadically dishonored.

Bank Codes: Code H

Cheques are frequently dishonored.

Full General Report

A "Full General" report is requested when the credit assessors so decides, and is requested and completed in writing.

Attach the original and stamped bank reference letter to this page. The letter must clearly indicate the status code for the Tender amount for this Tender.

Furthermore, I/We hereby authorize the Employer to approach the above bank for authentication of above statement, or a reference.

SIGNATURE OF BIDDER/TENDERER

DATE

DECLARATION BY BIDDER IN TERMS OF SUPPLY CHAIN MANAGEMENT POLICY

No.	DESCRIPTION	YES	NO
1	The Bidder/Tenderer declares that the bidder and its Directors have no outstanding tax obligations in accordance with the South African Revenue Services requirements. An original SARS PIN certificate must be included in the Bid issued by the South African Revenue Service.		
2.	The Bidder/Tenderer declares that the bidder and its Directors DO NOT owe any outstanding amounts for municipal rates and taxes or municipal services charges to the relevant municipality or municipal entity, or to any other municipality or municipal entity.		
3.	The Bidder/Tenderer declares that it has performed and delivered satisfactorily on previous contracts awarded to it by the municipality or entity or any other organ of state.		
4.	The Bidder/Tenderer declares that Bidder and its Directors have NOT committed a corrupt or fraudulent act in competing for the Bid/Tender.		
5.	The Bidder/Tenderer declares that Bidder and its Directors have NOT committed a corrupt or fraudulent act during the tendering process.		
6.	The Bidder/Tenderer declares that Bidder and its Directors have NOT committed a corrupt or fraudulent act during the tendering process of the contract that will benefit the Bidder / Tenderer its Directors or any official.		
7.	The Bidder/Tenderer declares that Bidder and its Directors have NOT abused the Supply Chain Management System of the Municipality or municipal entity and have NOT committed any improper conduct in relation to such system.		
8.	The Bidder/Tenderer declares that Bidder and its Directors have NOT been convicted for fraud or corruption during the past five years.		
9.	The Bidder/Tenderer declares that Bidder and its Directors have NOT wilfully neglected reneged or failed to comply with any government, municipal or other public sector contract during the past five years.		
10.	The Bidder/Tenderer declares that Bidder and its Directors have NOT 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).		
11.	Is the Bidder/Tenderer, (who is or is not a natural person, of which any Director; Manager; major shareholder or stakeholder) :-		
11.1	A member of any municipal council, any provincial legislature or the National Assembly or the National Council of Provinces; an official of any municipality or municipal entity;		
11.2	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);		
11.3	A member of the board of directors of any municipal entity or a member of the accounting authority of any national or provincial public entity;		
11.4	An employee of Parliament or a provincial legislature; or an advisor or consultant who has an interest in the Supply Chain Management System or in any way participates in the final decision making process.		

Declaration to be signed under a commissioner of oaths

Signed by me at _____ this _____ day of _____ 20____.

NAME OF BIDDER

DESIGNATION OF SIGNATORY

**SIGNATURE OF AUTHORISED
PERSON**

DATE

WITNESSES 1

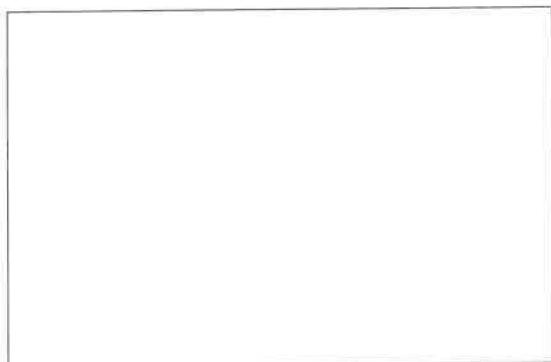
WITNESSES 2

JUSTICE OF PEACE OR COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he or she knows and understands the contents of this affidavit and that it was signed and sworn to before me at _____ this _____ day of _____ 20_____

JUSTICE OF PEACE OR COMMISSIONER OF OATHS

TO BE STAMPED BY JUSTICE OF PEACE OR COMMISSIONER OF OATHS



OFFICIAL STAMP

INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID

1. A bid must be complete in all respects.
2. Bid forms may not be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on the photocopies.
3. A Bidder is advised to check the number of pages and to ensure that no pages are missing or duplicated.
4. No qualifications of a bid will be allowed. A bid that contains conditions that differ from the official bid form will be rejected.
5. Any alteration made by the Bidder must be initialled.
6. Use of correcting fluid is prohibited
7. A bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope, with the name and address of the Bidder, the bid number and closing date indicated on the envelope. The envelope may not contain documents relating to any bid other than that shown on the envelope. A bid contained in an envelope that does contain documents relating to another bid will be rejected.
8. Bidding documents must not be included in packages containing samples. Bids included in packages containing samples may be rejected.
9. All bids received in sealed envelopes will be kept unopened in safe custody until the closing time of the bids. If a bid is received open, it will be sealed. If it is received without a bid number on the envelope, it will be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
10. A box is provided for the receipt of bids. A bid found elsewhere subsequent to the closing date and time of bid will be rejected.
11. The delivery and acceptance of Bids must be in terms of the Municipality's supply chain management policy and a bid will only be accepted if delivered by Hand or by Post. If a bid is sent through the post it will be rejected if it is received after the closing date and time stipulated in the bid documentation. Proof of posting will not be accepted as proof of delivery.
12. Late bids will be rejected.
13. A bid submitted by telefax, telegraphic or other electronic means will be rejected.

14. Bids will be opened in public .
15. Where practical, prices are made public at the time of opening bids.
16. The Umvoti Municipality is not compelled to accept the lowest or any bid and may accept any part of a bid. The municipality further reserves the right not to award this bid.

INSTRUCTIONS FOR DELIVERY OF BID DOCUMENT

1. DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED IN:

UMVOTI MUNICIPALITY TOWN HALL, 41 BELL /DINUZULU STREET, GREYTOWN, 3250	THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIMES : MONDAYS TO FRIDAY :8:00am – 16:00pm and up to 12H00 on the closing date.
--	--

AUTHORITY TO SIGN A BID

A. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I confirm that I am the sole owner of the business trading as _____.

NAME

NAME OF BIDDER

SIGNATURE

DATE

WITNESSES 1

WITNESSES 2

B. COMPANY

A certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or the contract on behalf of the company must accompany the bid.

AUTHORITY BY BOARD OF DIRECTORS

I have been duly authorised by the Board of Directors to sign all documents in connection with this bid on behalf of _____ in my capacity as _____, as per resolution _____, dated _____.

NAME

NAME OF BIDDER

SIGNATURE

DATE

WITNESSES 1

WITNESSES 2

C. CLOSE CORPORATION

A certified copy of the Founding Statement of the Close Corporation must be included with the bid, together with the resolution by its members authorising a member or other official of the Close Corporation to sign the documents on their behalf.

AUTHORITY BY CLOSE CORPORATION

I have been duly authorised by the members of _____ to sign all documents in connection with this bid on behalf of _____, as per resolution _____, dated _____.

NAME

NAME OF BIDDER

SIGNATURE

DATE

WITNESSES 1

WITNESSES 2

D. PARTNERSHIP

We, the undersigned partners in the business trading as _____
authorise _____ to sign this bid as well as any contract resulting from
the bid and any other documents and correspondence in connection with this bid or contract on behalf
of _____.

NAME OF PARTNER 1

NAME OF BIDDER

SIGNATURE

DATE

WITNESSES 1

WITNESSES 2

NAME OF PARTNER 2

NAME OF BIDDER

SIGNATURE

DATE

WITNESSES 1

WITNESSES 2

NAME OF PARTNER 1

RESIDENTIAL ADDRESS

NAME OF PARTNER 2

RESIDENTIAL ADDRESS

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

AUTHORITY BY CO-OPERATIVE

I have been duly authorised by the members of _____ to sign all documents in connection with this bid on behalf of _____, as per resolution _____, dated _____.

NAME

NAME OF BIDDER

SIGNATURE

DATE

WITNESSES 1

WITNESSES 2

F. JOINT VENTURE

A certified copy of the agreement reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and contract on behalf of the joint venture must be submitted with this bid.

AUTHORITY BY JOINT VENTURE

I have been duly authorised by the members of _____ to sign all documents in connection with this bid on behalf of _____, as per resolution _____, dated _____.

NAME

NAME OF BIDDER

SIGNATURE

DATE

WITNESSES 1

WITNESSES 2

G. CONSORTIUM

A certified copy of the agreement reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and contract on behalf of the joint venture must be submitted with this bid.

AUTHORITY BY CONSORTIUM

I have been duly authorised by the members of _____ to sign all documents in connection with this bid on behalf of _____, as per resolution _____, dated _____.

NAME

NAME OF BIDDER

SIGNATURE

DATE

WITNESSES 1

WITNESSES 2

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the uMvoti Local Municipality, or persons who act on behalf of the uMvoti Local Municipality or persons having a kinship with persons employed by the uMvoti Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of the possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the uMvoti Local Municipality, or to persons who act on behalf of the uMvoti Local Municipality, or to persons connected with or related to them, it is required that the bidder or shall declare the Bidder's position with the evaluating authority and take an oath declaring the bidder's interest, where –

- (a) The Bidder is employed by the uMvoti Local Municipality or acts on behalf of the uMvoti Local Municipality; and
- (b) The legal person on whose behalf the bid document is signed, has a relationship with a person who is involved with the evaluation of the bid, or where it is known that such a relationship exists between the person or persons for whom or on whose behalf the declarant acts and persons who are involved with the evaluation of the bid

2. Are you or any person connected with the bid employed by the uMvoti Local Municipality?

YES / NO

If "YES", state particulars:

3. Do you or any person connected with the bid, have a relationship (family, friend, other) with a person employed by the uMvoti Local Municipality, concerned with any Bid Committee or Supply Chain Management Unit, and who may be involved with the evaluation or adjudication of this bid.

YES / NO

If "YES", state particulars

4. Are you or any person connected with the bid aware of any relationship (family, friend, other) between another bidder and any person employed by the uMvoti Local Municipality, concerned with any Committee or Supply Chain Management Unit, who may be involved with the evaluation or adjudication of this bid?

YES / NO

If "YES", state particulars

NAME OF DECLARANT

NAME OF BIDDER

SIGNATURE OF DECLARANT

DATE

CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

1. I, the undersigned, certify that I am duly authorised on behalf of the Bidder –
 - (a) to certify that the information supplied in terms of this document is correct and true; and
 - (b) to acknowledge that the bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the uMvoti Local Municipality, if requested to do so.

2. If the information supplied in this document is found to be incorrect or false, the Umvoti Local Municipality, in addition to any remedies it may have, may –
 - (a) recover from the Bidder all costs, losses or damages incurred or sustained by the uMvoti Local Municipality as a result of the award of the contract, and
 - (b) cancel the contract and claim any damages which the UMvoti Local Municipality may suffer by having to make less favourable arrangements after the cancellation.

Signed by me at _____ this _____ day of _____ 20_____.

NAME

NAME OF BIDDER

SIGNATURE

DATE

RESPONSIVENESS CRITERIA AND RETURNABLE DOCUMENTS

No Tender will be considered by uMvoti local municipality unless it meets the following responsiveness Criteria (for the tender to be considered responsive, the tender must meet the following requirements) **FAILURE TO SUBMIT RETURNABLE DOCUMENTS WILL LEAD TO AUTOMATIC DISQUALIFICATION:**

- ✓ The tender must be properly received in a **sealed envelope** clearly marked the description of the service and the tender number for which the tender is submitted
- ✓ The tender must be **deposited in the relevant tender box** as indicated on the notice of the tender on or before the closing date and time of tender.
- ✓ An original Valid Tax Clearance Certificate/SARS tax compliance status Pin must be attached to the tender document.
- ✓ The **official tender document** must be fully **completed in inedible ink and must not be dismembered**. Where information requested does not apply to the tenderer and the space is left blank, it will be deemed to be incomplete.
- ✓ The tenderer must be in good standing to do business with the public sector in terms of regulation 38 of Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- ✓ The Tenderer must adhere to the **Pricing instructions**.
- ✓ The tenderer's details must be provided.
- ✓ The necessary document **authorizing the Representative to sign** and submit the tender on the tenderer's behalf must be completed and signed.
- ✓ The Declaration of interests by the tenderer must be completed and signed.
- ✓ Complies with the requirements of the specification.
- ✓ Bidder has the relevant experience to execute the contract and contactable reference must be provided in the form. **BIDDERS TO SUBMIT APPOINTMENT LETTERS, PURCHASE ORDERS AND COMPLETION CERTIFICATES, INDICATING THE PROJECTS VALUES ISSUED BY EMPLOYERS FOR ALL RELEVANT COMPLETED**.
- ✓ In case where Consortium or Joint Ventures are involved each party must submit a separate Original Valid Tax Clearance Certificates, CSD reports, Municipal Service charges accounts of members and bidders and Joint Venture agreement signed by principals of the Joint Venture.
- ✓ Certified original ID copies of company directors listed on the CK document not older than 3 months
- ✓ Full Company registration document (CK).
- ✓ B-BBEE certificate issued by SANAS or Original certified affidavit.

- ✓ MBD forms 1, 3.1, 4, 5, 6.1, 6.2,8 & 9 (Returnable Schedules)
- ✓ Attendance of site briefing. **(Only applicable to bids with compulsory briefing session)**
- ✓ Record of Addenda to Tender Documents. **(Only applicable to bids that have received issued addendums)**
- ✓ Workmen's compensation registration certificate (or proof of payment of contributions in terms of the compensation for Occupational Injuries and Diseases Act No. 130 of 1993). **(Only applicable to bids that have requested to make submissions)**