



NQUTHU MUNICIPALITY

UMASIPALA WASE NQUTHU

Private Bag X5521, NQUTHU, 3135

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MUNICIPAL MANAGER
MR M.B JIYANE

BID NO NQULM12/24-25

BANKING SERVICES BID

CLOSING DATE: 26 MAY 2025

CLOSING TIME: 12:00

Bidder's Name:
CSD registration number:
Postal Address:
Telephone No.:
Fax No.:
Contact Person:
Amount (incl. VAT): R

Sealed Bids endorsed on the envelope “**NQUTHU MUNICIPALITY, BANKING SERVICES AND BID No.**

Specific Goals

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Verification Documents
Specific goal 1: Ownership (Max Points =10)		
Business owned more than 50% by black person	10	ID copy of Directors and CSD
Business owned less than 50% by black person	5	ID copy of Directors and CSD
Specific goal 2: RDP (Max Points =10)		
Promotion of enterprises located within: Nquthu municipal area	10	CSD and proof of municipal accounts/affidavit
Umzinyathi District Municipality	6	CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councillor
Province of KwaZulu Natal	3	CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councillor
Other provinces	1	CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councillor

BID NOTICE
NQULM12/ 2024-2025

Bids are hereby invited by suitably qualified and experienced service providers and are invited to submit proposals for **PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS.**

Detailed tender documents are available from as follows:

1. In the case of Nquthu Local Municipality printed documents: upon payment of a non-refundable document fee of **R165. 00..**
2. Documents can also be downloaded, free of charge, from the Nquthu municipality website: www.nquthu.gov.za and e-tender portal.

Fully completed tender documents must be placed in a sealed envelope and placed in the tender box on the Lower Ground floor at the Nquthu Municipality tender box by no later than 12:00 on **Monday, 26 May 2025** no faxed or be mailed tender document will be considered Nquthu Municipality will not be held responsible for late delivery delivered by courier. All tender documents must be deposited in the tender Box, Nquthu Municipality, Private bag X5521, Nquthu, 3135 before the specified closing date and time.

The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

All queries and clarifications are to be addressed to Mr B.H Bhengu at telephone (034) 271-6100 or by e-mail to cfo@nquthu.gov.za .

EVALUATION CRITERIA

1. Compliance evaluation
2. Bids will be evaluated on the functionality criteria and bids that score less than 70 points out of 100 points will not be eligible for appointments. Evaluation criteria and weight are detailed in the bid document.
3. The bids will be evaluated on the basis on the Preferential Procurement Policy Framework Act (ActNo.5, 2000), and the regulations pertaining thereto (2022), as well as the Nquthu municipality Supply Chain Management Policy, 80/20 preference point system will be used.

MR B.H BHENGU
CHIEF FINANCIAL OFFICER

TENDERERS SHALL TAKE NOTE OF THE FOLLOWING CONDITIONS AND ADDITIONAL MANDATORY REQUIREMENT ON THE DOCUMENT:

- A. Service providers must be registered on **the National Treasury's Central Supplier Database** and submit a summary report as proof of registration or alternatively reflect the CSD supplier number on their proposal.
- B. All prices must be inclusive of VAT and all other applicable taxes.
- C. All prospective/interested bidders must complete (and sign) bidding documents in full.
- D. **Use of Tippex and erasable ink will render the bid non- responsive**
- E. Bidders must submit confirmation that **the bidder's** municipal accounts are not in arrears for a period exceeding 3 months. **Such confirmation must be made by the company, and directors must be as follows:**
 - a. statements of municipal accounts showing the age of the municipal debt; OR
 - b. a tenderers debt clearance certificate from their respective municipality that is stamped and signed by that municipality, OR
 - c. lease agreements (signed by both lesser and lessee) must be submitted and must be supported by:
 - i. a written confirmation from the lessor stating that the bidder is not in arrears with regards to their payment obligations in terms of the lease agreement.
- F. **IN ADDITION TO THE ABOVE:** Bidders must submit confirmation that **its directors'** municipal accounts are not in arrears for a period exceeding 3 months. **Such confirmation must be for the directors and must be as follows:**
 - a. statements of municipal accounts showing the age of the municipal debt; OR
 - b. a tenderers debt clearance certificate from their respective municipality that is stamped and signed by that municipality, OR
 - c. lease agreements (signed by both lesser and lessee) must be submitted and must be supported by:
 - i. a written confirmation from the lessor stating that the bidder is not in arrears with regards to their payment obligations in terms of the lease agreement.
- G. Nquthu municipality reserves the right to request further written information or clarification on any aspect pertaining to this tender.
- H. Bids received after the specified closing time and date will not be considered.

- I. The Nquthu municipality does not bind itself to accept the lowest priced tender or any tender and reserves the right to accept the whole or part of the tender.
- J. All bids are valid for 120 days after the bid closing date.
- K. Bids must be sealed and completed in full. Unsigned or bids submitted by facsimile will not be accepted.
- L. Nquthu municipality will not take responsibility for incorrectly delivered bids sent by courier. It is the bidder's responsibility to make sure that their bid is correctly delivered in the tender box on or before the closing date of this bid.
- M. Nquthu municipality bid documentation completed in ink and in full. Bidder must ensure that the bid documents by Nquthu municipality are returned in-tact, in original page number sequence and no attachments may disturb this sequence.
- N. Bids must be restricted to banks registered in terms of the Banks Acts, 1990 (**Act No.94 of 1990**).
- O. **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE LOCAL GOVERNMENT MUNICIPAL FINANCE MANAGEMENT ACT 56 OF 2003: MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS.**

Failure to submit the documents requested above will result in a tender being considered non-responsive and therefore not considered for the award of the contract.

1. DEFINITIONS

In reading these terms of reference the following meaning shall apply: "Bidder" means

the tenderer

"Service Provider"- means the successful bidder. The municipality that is contracted by the Agency.

"Services - means the provision of banking services as required as contemplated in these terms of reference.

2. DISCLAIMER

These terms of reference (TOR) contain confidential information regarding Nquthu municipality. By accepting the TOR, the recipient agrees that it shall:

- cause its directors/employees/agents/representatives to use the information contained therein and gained through the tendering process and tender briefing session, solely for the purpose of formulating a response to the TOR.
- not divulging or distribute any such information including the distribution of copies of the TOR or other related information to any third party without the prior written approval of the Nquthu municipality
- return this TOR and other information gathered or made available in the tendering

process together with all copies thereof to Nquthu municipality upon request.

- maintain the confidentiality of information supplied to its connection with the TOR process (whether in text, chart, picture or other form).
- keep its own tender submission confidential.

Nquthu municipality shall, for its part, maintain the confidentiality of information designated as confidential by the Bidders when tenders are received.

Neither Nquthu municipality nor its representatives make any representation or warranty, expressed or implied, or accept any responsibility or liability, as to the accuracy or completeness of the information contained in this TOR. This includes any other

written or oral information made available in connection therewith.

Neither Nquthu municipality nor its representative expects to update or otherwise revise the TOR or other materials supplied during the tender briefing session. Furthermore, neither Nquthu municipality nor its representative accepts any obligation to provide recipients with access to any additional information or to correct any inaccuracies which may become apparent in this TOR or in any other information which may be made available in connection with the TOR.

Notwithstanding anything contained in this document, or elsewhere, Nquthu municipality reserves the right to accept or reject any bid, at any time, prior to finalization of the awarding of the tender. This will be done without incurring any liability or obligation to the affected bidder or bidders.

2. PURPOSE OF THE TENDER

Nquthu municipality is committed to ensuring sound financial management and corporate governance. For this to be a reality, Nquthu municipality needs to consistently review its current service providers and provide others with the opportunity to submit competitive bids. Contracts entered by Nquthu municipality for the provision of services are either based on performance outcomes and/or on a fixed term basis.

The purpose of this document is to procure the services of a commercial bank registered in terms of the Bank Act (Act No. 94 of 1990) for a fixed term of 5 (five) years.

3. BACKGROUND

The Nquthu municipality is a municipality wholly owned by the Nquthu municipality and established in December 2000, in terms of S76 of the Municipal Systems Act, 32 of 2000, as amended.

The primary Mandate of the Nquthu municipality is to attract investments to the Nquthu, thereby increasing growth in tourism, economic- and social development.

Local Government: Municipal Finance Management Act no 56 of 2003: Municipal Supply Chain Regulations (regulation 30(1)(c) requires that a contract for the provision of banking services to a municipal entity may not be for a period of more than five years at a time.

4. INSTITUTIONS ELIGIBLE TO SUBMIT BIDS

In terms of Section 7 (3)(b) of the Local Government Municipal: Finance Management Act 2003 (Act No 56 of 2003) municipalities are only permitted to open bank accounts with institutions registered as a bank in terms of the Banks Act, 1990 (Act No. 94 of 1990).

Hence, institutions not registered in terms of the Bank Act above are precluded from submitting bids.

The banks must also be members of the Payments Association and Credit Clearance House.

5. LEGISLATIVE FRAMEWORK

Municipal entities are governed by a host of legislation, all of which contain sections that are aimed at improving governance and overall financial management within local government.

Bidders are expected to incorporate into their proposals solutions that will ensure compliance with the following pieces of legislation as they relate to financial management and more specifically banking services. The relevant legislation includes:

- Constitution of the Republic of South Africa (Act 108 of 1996)
- Municipal Structures (Act 117 of 1998)
- Municipal Systems (Act 32 of 2000)
- Municipal Finance Management (Act 56 of 2003)
- Companies Act (Act 71 of 2008)

The above list should not be seen as exhaustive.

6. SERVICE REQUIRED

6.1 Core Function

In general terms the services to be provided cover transactional banking services including, but not limited to, the provision of accounts and deposit facilities, electronic payment distribution and settlement, revenue collection and related account and transaction information services. Access to a branch network for paper and cash deposits encashment is also included in the services to be provided.

In addition to the above Nquthu municipality expects the successful bidder to aid and services in respect of:

- Financial Management
- Revenue Management
- Transitional arrangements to ensure smooth transition from one service provider to the next.
- Computer Systems and Technical Equipment
- Security Procedure and Insurance
- Social Responsibility

The following sections set out the additional services required in respect of each of the above areas.

6.2. Financial Management

In terms of Section 10 (a) of the Municipal Finance Management Act (ACT 56 of 2003), the Accounting Officer must administer all the bank accounts of the municipality.

6.3. Revenue Management

In terms of Section 64(1) of the Municipal Finance Management Act (Act 3 of 2003) Act, the Accounting Officer of a municipality must administer all the municipality's bank account.

6.4. Transitional assistance

Should new bankers be appointed, it is envisaged that there will be several information technology issues and accounting issues that would have to be resolved which includes interalia.

- Integration of banking system files into Nquthu municipality financial management system.
- Closing off and reconciling of old bank accounts.
- Final closure of all existing accounts.
- Project management of transferring direct deposits to avoid incorrect Agency accounts being issued.

All bidders must include such transitional costs in their proposal to allow for evaluation of price on an equitable basis.

6.5. Computer Systems and Technical Equipment

The Municipality will provide a technical specification to enable the bidder to interface with the computer systems of the Agency. Any additional hardware that would be required to ensure that the Agency's IT system functions effectively. The Communication Software will be made available to allow the systems to link and talk to each other.

Information on the connection protocol or service provider that the Bidder must subscribe to. Security assurance and confidentiality in connectivity between the Agency and the Bidder.

All related roles and responsibilities must be clearly outlined.

6.6. Security Procedure and Insurance

Please provide information as to what security procedures are being followed to prevent fraudulent practices in terms of online transacting, cash etc. Please provide information as to what insurance arrangements are in place or should be put in place as part of the Proposal to protect the Agency against any loss, and the cost thereof. Outline a plan to provide the Agency's senior management and its employees with ongoing advice and training on fraud prevention and methods of detecting fraud.

Advice and facilities to detect money-laundering activities.

6.6. Social Responsibility

Bidders must demonstrate in their bid how they currently contribute to social responsibility programmes and how they intend to contribute to programmes in partnership with the Nquthu municipality during this agreement.

7. FORMAT OF SUBMISSIONS

To evaluate submissions on an equitable basis submission should be made in the following format:

Section 1:	Introduction and background to institution or company profile
Section 2:	Completed Bid Document
Section 3:	Shareholding, employment equity and empowerment profile
Section 4:	Branch network within KwaZulu-Natal
Section 5:	COMPLIANCE DOCUMENTS
Section 6:	FUNCTIONALITY POINTS DOCUMENTS
Section 6.1.	Core Services
Section 6.2.	Financial management
Section 6.3	Revenue management

Section 6.4.	Transitional Arrangements
Section 6.5	Computer systems and technical equipment
Section 6.6	Security procedure & equipment
Section 6.7	Social Responsibility
Section 6.8	Previous Experience of bidder
Section 6.9	Experience and expertise of individuals
Section 7:	PRICING
Section 7.1	Standard prices
Section 7.2	Transitional costs
Section 8	Transition project plan

INFORMATION

VOLUME OF TRANSACTION

Revenue – receipts from debtors (Masterfile average of debtors) R6million for the past 6 months
 Payables – payments by suppliers (Masterfile average creditors +/- 200 transactions R 8 612 196 .15 per month
 Grants transfers +/- R220 million
 Salaries - +/- 330 employees +/- R6 470 183.93 per month
 Fleet +/- 44 vehicles +/- R 350 000.00 per month
 Third parties +/- 36 +/- R 4 000 000.00 per month

CARD ACQUIRING

Point of sale merchant device +/-3 device
 The total number of transactions per annum done on point-of-sale device for debit and credit is 20 000
 Municipality card acceptance payment split percentage on point-of-sale devices:
 Debit card +/- 90% R700 000.00
 Credit card +/-10% R 50 000.00

CASH VOLUME AND DEPOSIT FREQUENCY

2 municipality cash collecting sites/offices
 Monthly cash volumes split: Notes R500 000 and R100 000.00 coins
 10 pick ups per week per site
 The municipality does have a cash deposing device
 Cash In Transit service provider – Fidelity, contract ends in 2028
 It takes 24-72 hours for the collected cash to show in account

7.PRICING

Bidders are required to provide a pricing schedule in the following format to allow for evaluation of price on an equitable basis: All prices should be in terms of Rand value (Inclusive of VAT)

N/B: Bidders cannot deviate from the pricing schedule below; any additional information can be provided as an annexure. All pricing should be in a Rand value no percentage or characters will be accepted.

Service Descriptions	Fees at a fixed rate per year					
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Minimum Monthly service fee per account: <ul style="list-style-type: none"> Cash deposit fee -bulk cash Centre Cash handling fee – branch 						
<ul style="list-style-type: none"> Cash withdrawal fee 						
<ul style="list-style-type: none"> Cash deposit errors 						
<ul style="list-style-type: none"> Supply of deposit books 						
<ul style="list-style-type: none"> Providing copies of deposit slips/ statements 						
<ul style="list-style-type: none"> Timeous intervention and rectification of fraudulent transactions 						
<ul style="list-style-type: none"> Enhanced Deposit Identifier on deposits made over the counter at the bank 						
<ul style="list-style-type: none"> Debit or credit card facility 						

<ul style="list-style-type: none"> Daily and monthly cash management reports and statements 						
<ul style="list-style-type: none"> Downloading of electronic payments into file format 						
<ul style="list-style-type: none"> Deposit error corrections reported within 48 hours 						
Monthly Electronic Banking fee:						
<ul style="list-style-type: none"> Direct on-line cash management facility 						
<ul style="list-style-type: none"> Direct on-line statement enquiry 						
<ul style="list-style-type: none"> Direct on-line, real-time browsing facility 						
<ul style="list-style-type: none"> Historic bank statements supplied electronically 						
<ul style="list-style-type: none"> Facility to download bank statements 						
<ul style="list-style-type: none"> Audit trail of electronic 						
<ul style="list-style-type: none"> transfers in/ deposits 						
<ul style="list-style-type: none"> Direct on-line facility to 						
<ul style="list-style-type: none"> capture bank transfers 						
<ul style="list-style-type: none"> Deposit identification facility 						
<ul style="list-style-type: none"> Transfer to bidder's bank 						
<ul style="list-style-type: none"> Transfer to Agent Bank 						

<ul style="list-style-type: none"> Facility to process foreign payments electronically 						
Audit confirmation letters/certificates						
Transitional Costs						
General: <ul style="list-style-type: none"> Petrol /toll card facility 						
TOTAL						

The above schedule should form part of Section 7 as referred to in paragraph 7 above. **Bidders must take note that the above table will serve as basis for evaluation of price and the total for all services over the period of five years must be transferred to MBD 7.1 PART I (form of offer) and to MBD 1 form (invitation to bid).**

NB:

- Items be reflected as singular / single /per item.
- No transaction should be quoted in aggregates e.g. per month, per week, per 100 transactions.
- Characters should not be used
- No packages pricing should be used. All prices should be in Rand value; no figures should reflect ambiguous Prime cost minus %, Except for interest

Further information required by interested bidders must be requested via email: cfo@nquthu.gov.za

8. TRANSITION PROJECT PLAN

Given the impact a change in bankers will have on the overall operations of the Agency we require a detailed project plan outlining tasks, resources, and time frames that will be necessary to ensure a smooth transition from one institution to another.

This project plan will form part of the service agreement to be signed by the Nquthu municipality and the successful bidder.

9. EVALUATION CRITERIA

All bidders are to be initially evaluated in terms of compliance. Bidders that meet all compliance requirements will be eligible to proceed to the technical/functionality assessment evaluation. Bidders will be scored for their functionality on methodology, previous experience of the bidder/banker/company, key individuals' experience and expertise. Only bidders who obtain a minimum of 70 points out of 100 points for technical assessment will be considered will be eligible to be evaluated using the 80/20- preference point system contained in the Preferential Procurement Policy Framework Act: No 5 of 2000.

9.1 Compliance requirements

To qualify for compliance, the bidder must have provided the following documentation:

- Proof of Registration in terms of the Bank Act 94 of 1994
- Proof of membership of the Payments Association and Credit Clearance House
- Memorandum or articles of association, and / corporate registration documents
- Confirmation of shareholders' funds as to date of the last financial year (extract of the Audited AFS).
- Proof of fidelity cover/insurance
- Latest credit rating report prepared by an independent credit rating agency.
- Be registered in terms of the Financial Services Board
- In the case of any bidder utilizing a joint venture or consortium the following must be submitted:
 - Joint Venture/Consortium agreement indicating the nature and details of the agreement.
 - MBD 4 and CSD reports of each partner in the joint venture or consortium.

- Bidders must submit proof certifying that the bidder has no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 3 months, such proof MUST be in the name of the bidder (the company) may be as follows:
 - a statement of municipal account.
 - a lease agreement, and if the bidder is liable for municipal services a statement of account confirming whether the bidder is in arrears in this regard must be provided in addition to the lease agreement.
- Nquthu municipality bid documentation completed in ink and in full. Bidders must ensure that the bid documents of Nquthu municipality are returned intact, in original page numbered sequence and no attachments may disturb this sequence.

9.2 Functionality Point Allocation

CRITERIA	MAXIMUM POINTS
<u>Functionality assessment</u>	
1. Methodology	65
2. Previous experience in provision of banking services in organ of the state	15
3. Key individual experience and expertise	20
Total point for Technical Assessment	100
(Only Bidders who obtain a minimum of 70 points out of 100 points for functionality assessment will be considered and evaluated further on Price and Specific goals)	
PRICE	80
Specific goals	20
Total points available	100

<u>Methodology</u>	<u>Evidence required to claim points</u>	<u>Points</u>
<p>The banker's approach to address the following areas:</p> <ul style="list-style-type: none"> • Financial Management = 40 • Revenue Management = 5 • Transitional arrangements = 5 • Computer systems and equipment=5 • Security procedure and equipment =5 • Social Responsibility = 5 <p>Total points = 65 points.</p>	<p>Implementation of Methodology and Plan detailing how each of the project requirements will be undertaken.</p> <p>Comprehensive: understanding means bidder has responded to 61 - 65 deliverables under the requirements of project scope</p> <p>Reasonable understanding means the bidder has responded to 41 - 60 deliverables under the requirements of project scope and deliverables</p> <p>Poor and unsatisfactory understanding means bidder has responded to less than 40 deliverables under the requirements of project scope and deliverables</p> <p>Failure to submit this will result in zero points being scored for this section.</p>	65

<p><u>Previous experience of bidder (bank/company)</u></p> <p>Previous experience in provision of banking services in organs of the state:</p> <ul style="list-style-type: none"> • 5 reference letters = 15 points. • 4 reference letters = 12 points. • 3 reference letters = 9 points. • 2 reference letters = 6 points. • 1 reference letter = 3 points <p>Maximum points = 15 points.</p>	<p><u>Evidence required to claim points</u></p> <p>Letters of reference from previous and current clients in organs of the state.</p>	<p>15</p>
<p><u>Key individual experience and expertise</u></p> <p>Previous years' experience in provision of banking services.</p> <ul style="list-style-type: none"> • 5 years and above = 20; • 1 to 4 years = 10; • Less than 1 year = 0. <p>Individuals must hold an NQF level 5 qualification in a finance/banking related field.</p> <p>N/B: Score quality, rejecting all tender offers that fail to score the minimum number of 70% (70 out of 100) of the points for quality stated in the tender data. Point system for functionality will be as per the table above</p>	<p><u>Evidence required to claim points</u></p> <p>Detailed resume of an individual demonstrating the number of years of experience each key individual has served in the banking services sector.</p>	<p>20</p>

9.3 80/20-preference point system

In this last stage the final score of bidders will be calculated by adding points awarded for specific contribution and the points scored for price; and ranked.

The bid will be awarded to the responsive and preferred bidder that has scored the highest final total points, notwithstanding the Nquthu municipality reserve the right not to accept any bid.

9.4 Demonstrations/References/Presentations

During the evaluation process bidders may be invited to demonstrate the capabilities of their proposed system, as set out in their tender documents. All costs relating to tendering, presentations and demonstrations will be at the bidder's cost.

10. SERVICE LEVEL AGREEMENT

The successful Service Provider will be required to enter into a service level agreement immediately after appointment.

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC), forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to the 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 the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid for 120 (one hundred and twenty) days after the tender closure date.

1.2.4 Cost of Tender Documents

Payment for tender documents, of R165.00 or downloaded from Nquthu website www.nquthu.gov.za or e-Tender portal.

1.2.5 Registration on Central Supplier's Database

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

1.2.6 Completion of Tender Documents

- (a) The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorized signatory and returned. Failure to do so will result in the disqualification of the tender.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

1.2.7 Compulsory Documentation

1.2.7.1 Attach compliance pin or PIN certificate along with CSD number or CSD report must accompany the bid documents.

- (a) In the case of a Consortium/Joint Venture every member must submit a separate MBD 4 and CSD report.

1.2.8 Other Documentation

1.2.8.1 Registration with South African Reserve Bank

The bidder must provide proof of SARB registration. The Municipality will verify the bidder's SARB registration during the evaluation process.

1.2.8.2 Municipal Rates, Taxes and Charges

(a) Attach lease agreement/municipal rates of the bidder's and those of its directors' municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(a) Any bidder 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 three months and has not arranged for settlement of same before the bid closure date will be unsuccessful.

(b) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

1.2.9 Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

1.2.10 Site / Information Meetings

(a) No tender briefing will be held; however, the municipality reserves the right to call bidders for further representations during the evaluation process.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and

- Placed in the tender box on the Nquthu at the Municipality by not later than 12:00 **on Monday, 26 May 2025.**

OR

- Be posted to Nquthu Local Municipality, Private bag X5521, Nquthu, 3135 before the specified closing date and time.

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

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

1.2.16 Opening, Recording and Publications of Tenders Received

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- (b) Details of tenders received in time will be recorded in a register which is open to public inspection.

- (c) Faxed, e-mailed and late tenders will not be accepted.

1.2.17 Evaluation of 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.

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

1.2.19 Contract

- (a) The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
- (i) the provision of labour, or
 - (ii) The purchase of materials which are in accordance with the Contract, or (iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

The contract with the successful bidder may be extended in adherence with S116 (3) of MFMA Act no 56 of 2003

1.2.23 Stamp and Other Duties

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

1.2.24 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder 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.

1.2.25 Past Practices

- (a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such a system.
- (b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.
- (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favor, hospitality or any other benefit in any improper way, with this or any past tender.

SPECIAL INSTRUCTIONS TO THE BIDDERS:

NOTE: IT IS VERY IMPORTANT THAT ALL BID CONDITIONS ARE STRICTLY ADHERED TO AS FAILURE TO DO SO SHALL INVALIDATE THE BID

- 1 **The Municipality will not be held responsible for any expenses incurred by the bidder in preparing and submitting the bid.**
- 2 **The Municipality reserves the right to accept all, some, or none of the bid Submitted – either wholly or in part – and it is not obligated to accept the lowest bid.**
- 3 **The bidder acknowledges having read and is aware of the provisions of all Documents made available to the bidder as part of the bidding process including all Annexures and schedules**
- 4 **The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.**
- 5 **Bid submitted must be completed in all respects including all annexures contained in this bid.**
- 6 **It should be noted that any portion of the bid document not completed will be Regarded as not applicable**
- 7 **Bids must be completed in BLACK ink.**
- 8 **Any alteration made by the bidder must be crossed out in ink and signed. Use of Correcting fluid will invalidate the bid.**
- 9 **Bidders are requested to be concise in their responses, unless specifically called for in the bid documents.**
- 10 **The bids must be submitted in hard copies and soft copy.**
- 11 **Bidders may be requested to elaborate or explain information furnished in them bids.**
- 12 **The bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).**

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

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 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 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 markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which has 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 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 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 ancillaries 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 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 work.
- 2.3 Where such special conditions of contract 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 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 employee 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 fulfilling 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 / municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality.
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: <ul style="list-style-type: none"> (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) 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.
	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 and analyses	8.1	All pre-bidding testing will be for the account of the bidder.
	8.2	If it is a bad 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.

- 8.2 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 for goods which do comply with the requirements of the contract. Failing such a removal the rejected goods shall be returned at the supplier's 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 packaging as is required to prevent damage or deterioration during transit to their 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' 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.
	10.2	Documents to be submitted by the supplier are specified in SCC.
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 in the SCC.
12. Transportation	12.1	should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental Services	13.1	The supplier may be required to provide any or all the following services, including additional services, if any in the SCC: <ul style="list-style-type: none"> (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 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, in SCC 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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 defects, 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 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 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 in SCC
- 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 in SCC and at all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect within the period specified in SCC, 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 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 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 bid, apart from any price adjustments authorized or in the purchaser's request for bid validity extension.

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 if 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 contract 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 Suppliers 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 canceling 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 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 fulfil 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 like 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 the performance of the contract to the extent not terminated.

**24. Antidumping
And countervailing
Duties and rights
or**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of provisional payment or anti- dumping or countervailing right is increased in respect of any dumped
- Subsidized import, the State is not liable for any amount so required or imposed, or for 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 is not liable for forfeiture of its performance 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 fulfil its obligations under the contract as far as it 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 from 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 Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchasers and the supplier in connection with or 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 Mediation processing shall be conducted in accordance with the rules of procedure specified in the SCC
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to fulfil their respective obligations under the contract unless they otherwise agree; and
 - (b) The purchaser shall pay the supplier any monies due to 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

- 29.1 The contract shall be written in English. All correspondence and other

language

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 in SCC.

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 the 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. 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. Amendment 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 an 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 **Restrictive practices** 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.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NQUTHU MUNICIPALITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
LOT 83/11 MDLALOSE STREET					
PRIVATE BAG X5521					
NQUTHU					
3135					
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		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		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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, 2022, 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)? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> 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:

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of Bidder..... Bid Number.....

Closing Time Closing Date

[illegible]

- Required by:
- At:
.....
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

[illegible]

- Required by:

.....

- At:

.....

- Brand and model

.....

-

- Country of origin

.....

- Does the offer comply with the specification(s)?

*YES/NO

- If not to specification, indicate deviation(s)

.....

- Period required for delivery

.....

- Delivery:

*Firm/Not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

3. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

[illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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/adjudging 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, hareholder²)

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.

a member of the board of directors of any municipal entity.

(b) an official of any municipality or municipal entity.

(c) an employee of any national or provincial department, national or provincial public entity or constitution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(d) a member of the accounting authority of any national or provincial public entity; or

(e) an employee of Parliament or provincial legislature.

(f) 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, principal 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 they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars. *YES / NO

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

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars *YES / NO

.....
.....

4. Will any portion of goods or services be sourced from outside Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic? *YES / NO the

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

This preference form must form part of all the 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

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

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 regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

“**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.

- (a) “**price**” means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (b) “**Rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (c) “**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
- (d) “**The Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of

this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Specific goal 1: Ownership (Max Points = 10)		
Business owned more than 50% by black persons	10	
Business owned less than 50% by black persons	5	
Specific goal 2: RDP (Max Points = 10)		
Promotion of enterprises located within: Nquthu Municipal Area	10	
Umzinyathi district municipality	6	
Province of KwaZulu-Natal	4	
Other provinces	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded because 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 because of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered because 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:

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation.
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (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

.....
Capacity

.....
Name of Bidder

**Form of Offer and Acceptance
(Agreement)**

Offer – NQULM12/2024-2025

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

.....

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

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

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

.....

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

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

Signature(s)

Name(s).....

Capacity

for the Tenderer.....

.....

(Name and address of organization)

Name & signature of witness

Name: **Signature**.....

Date:

Acceptance

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

The terms of the contract, are contained in

Part 1 Agreements and Contract Data, (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 5 Annexure

and documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 and 5 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to 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 (Consultant) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the Tenderer

.....

(Name and address of organization)

Name & signature of witness

.....

.....

Date

Schedule of Deviations

Notes:

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

1 Subject:

Details:

2 Subject:

Details:

3 Subject:

Details:

4 Subject:

Details:

5 Subject:

Details:

6 Subject:

Details:

7 Subject:

Details:

8 Subject:

Details:

By the duly authorised representative signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue and the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature(s)_____

Name(s)_____

Capacity_____

(Name and address of organization)

Name & signature of witness _____ Signature _____

FOR THE EMPLOYER

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organization)

Name & signature of witness: _____ Signature _____

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

SECTION 6: CONTRACT FORM: PART 1 (TO BE FILLED IN BY THE BIDDER)

CONTRACT FORM - RENDERING SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

3. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
4. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (i) Bidding documents, viz
 - Invitation to bid
 - Tender conditions and information
 - Special Conditions of Contract
 - Tax clearance certificate
 - Municipal account
 - Technical Specification(s)
 - Pricing schedule(s)
 - Declaration of Interest (Form MBD4)
 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations, 2001 (Forms MBD6.1 and MBD6.11).
 - Certificate of independent bid determination (Form MBD9)
 - (ii) General Conditions of Contract; and
 - (iii) MBD8: Declaration of Bidder's Past Supply Chain Management Practices
5. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
6. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
7. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
8. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

.....

.

.....

.

SECTION 6: CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE PURCHASER)

CONTRACT FORM - RENDERING SERVICES

1. I..... in my capacity as Chief Financial Officer accept your bid under reference

Number: **NQULM12/24-25** dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

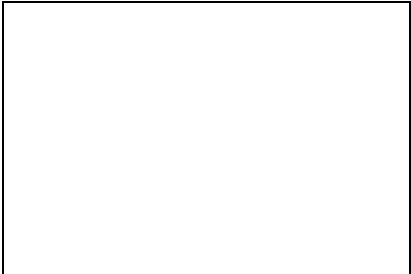
4.I confirm that I am duly authorized to sign this contract.

SIGNED AT NQUTHU MUNICIPALITY ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES	
1
2
DATE:	

DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal fees of _____ (Bidder) are, as at the date of the bid closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said fees:

Account number

Electricity _____

Water _____

Rates _____

NB: The bidder may attach a schedule of account numbers if there is more than one account. I/We acknowledge that should it be found that the Municipal fees are not up to date, the Municipality may take such remedial action as is required, including termination of contract, and any income due to the bidder shall be utilised to offset any monies due to the Municipality.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

ANNEXURES

OFFICIAL TENDER FORMS TO BE COMPLETED AND RETURNED BY THE BIDDER:

In response to your **Bid NQULM12/24-25** I/we hereby offer to supply the banking services detailed in accordance with the Specifications and Requirements, and subject to the General Conditions of Contract and Special Conditions of Bid/ Contract which accompanied your tender (with which I/we acknowledge myself/ ourselves to be fully acquainted) at the prices stated in the appropriate columns under (Form 2).

FORM 1 -DECLARATION TO BE MADE BY THE BIDDER

FORM 2 -PRICING

FORM 3 -ADDITIONAL INFORMATION ON BANKING PRODUCTS AND SERVICES

FORM 4 -SPECIFIC REQUIREMENTS AND INFORMATION

FORM 5 -CERTIFICATE OF AUTHORITY FOR SIGNATORY

FORM 1: DECLARATION TO BE MADE BY BIDDER

PARTICULARS	
Name of Bidder	
Trading Name	
Company Registration Number	
Income Tax Reference Number	
VAT Registration Number	
Telephone Number Fax Number	
Postal Address	

I/ We hereby agree that this tender, together with the Council's letter of Acceptance thereof, will constitute a binding contract which will take effect from the business day following the date of despatch of the letter of acceptance.

NB: The Official Bid Form must be completed and signed in its entirety; non-compliance will render this bid invalid.

SIGNATURE: _____ DATE: _____

NAME OF SIGNATORY (BLOCK LETTERS): _____

SIGNATORY: _____

FORM 2: PRICING

Bidders are requested to quote firm prices. Separate prices must be quoted for each of the services identified in Section J of the bid. The period for which these prices are effective, and the dates of future annual reviews must be indicated. Any future increase in these prices, if applicable, during the five-year contract period should be linked to Statistics South Africa CPIX index.

The bidders must advise the basis on which they would escalate prices in the future.

All prices quoted shall be VAT exclusive.

NB:

- 1 The bidder must ensure that the Yes/ No section is fully completed.
- 2 The bidder may include any additional costs that have not been included in the pricing table.

CERTIFICATE OF AUTHORITY FOR SIGNATORY

NOTE: THIS FORM MUST BE COMPLETED IN BLACK INK

Signatories must furnish their authority by attaching a certified copy of the relevant resolution of the Board of Directors, duly signed and dated.

SIGNED ON BEHALF OF COMPANY: _____

IN HIS CAPACITY AS: _____

SIGNATURE: _____ **DATE:** _____

WITNESSES:

A. _____ **DATE:** _____

B. _____ **DATE:** _____

ANNEXURES

ADDITIONAL INFORMATION TO BE SUPPLIED BY BIDDER