CORPORATE SERVICES DEPARTMENT

BID NO: T2025/06/03/LTLCA

BID FOR A LONG-TERM LOAN TO FUND CAPITAL ASSETS FOR THE PERIOD OF 5 YEARS

STAGE 1: COMPLIANCE & FUNCTIONALITY

CLOSING DATE & TIME: 18 JULY 2025 at 12:00

Documents to be addressed to the Municipal Manager and deposited into the Tender Box situated at Greytown Town Hall, 41 Bell Street, Greytown, 3250.

SERVICE PROVIDER'S DETAILS

Name of Bidder:	
Contact Person:	
E-mail Address:	
Telephone Number:	( ) Code:____________________
Fax Number:	( ) Code: ____________________
Cell phone Number	
Physical Address:	
Postal Address:	
Vat Registration Number	
Tax Compliance Status Pin	
CSD Number	

UMVOTI LOCAL MUNICIPALITY
CORPORATE SERVICE DEPARTMENT
BID NO: 2025/06/03/LTLCA
BID FOR A LONG TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

INDEX TO BID DOCUMENT

UMVOTI LOCAL MUNICIPALITY

CORPORATE SERVICES DEPARTMENT

BID NO: 2025/06/03/LTLCA

BID FOR A LONG-TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

INVITATION TO BID

UMVOTI MUNICIPALITY
UMKHANDLU WASE UMVOTI GREYTOWN

SCM ADVERT ISSUED

2025 -06- 05

UMVOTI MUNICIPALITY

TENDER NOTICE
ADVERTISEMENT

Bids are hereby invited in terms of the Municipal Systems Act, act 32 of 2000 as amended, and in terms of Sections 110, 111 & 112 of the Municipal Finance Management Act, act 56 of 2003 read together with section 19 of SCM Policy from suitably qualified and experienced company for undertaking the below mentioned services under **Umvoti Municipal Area**.

INVITATION FOR BIDS TO BE SUBMITTED BY SERVICE PROVIDER FOR THE REQUEST FOR PROPOSAL FOR THE LONG-TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF 5 YEARS

1. **The fully advert is available on www.umvoti.gov.za.**

2. **As per the Specification contained in the Bid Document**

3. BID DOCUMENTS

Bid documents will be available as from the **20 June 2025** at uMvoti municipality website www.umvoti.gov.za.

4. BID SUBMISSION

Bids, in sealed envelopes clearly endorsed with the respective project name are to be placed in bid box at the Umvoti Municipality, 41 Bell Street, Greytown, 3250 – **on or before 12h00 noon on the 18 July 2025**. Late, email, fax bids and bids delivered by courier services will not be accepted.

5. As per section 37(d) (i) and (ii) of Umvoti Local Municipality's Supply Chain Management Policy, bidders or any of its directors who are in arrears with their rates and taxes to the municipality or any municipal entity for more than three months; or who have failed to perform satisfactorily on a previous contract/s with the municipality for the last five years, will not be considered.

6. BID ENQUIRIES

All bid enquiries shall be referred to:
SCM UNIT
UMVOTI MUNICIPALITY
Telephone No.: (033) 413 9100 From 08H00 to 16H30

Umvoti Municipality's Procurement Policy will apply, and the Municipality is not bound to accept the lowest bid or furnish any reason for the acceptance or rejection of any bid and reserves the right to accept any bid or part thereof. A detailed advertisement will be available on the municipality's website/bid documents.

MS NP NDABA
MUNICIPAL MANAGER

P.O Box 71
GREYTOWN, 3250

Notice no. 5055

TENDER NOTICE

ADVERTISEMENT

Bids are hereby invited in terms of the Municipal Systems Act, act 32 of 2000 as amended, and in terms of Sections 110, 111 & 112 of the Municipal Finance Management Act, act 56 of 2003 read together with section 19 of scm policy from suitably qualified and experienced company for undertaking the below mentioned services under **Umvoti Municipal Area**.

Project Name	**Contract No.:**	**Tender Closing Date**
Long Term Loan to Fund Capital Assets for a Period of 5 Years	T2025/06/03/LTLCA	18 July 2025

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

Bidders must take note of the following:-

- Valid original SARS tax clearance certificate or attach the SARS letter with the PIN.
- Umvoti Municipality Supply Chain Management Policy will apply.
- Failure to complete all bid forms, data sheets and submit all supplementary information will lead to the bid being considered non-responsive.
- All Bids are valid for 120 days after bid closing date.
- Municipal account, lease agreement for urban resident for both director and the company not older than 3 months.
- CK document /proof of company registration not older than 3 months.
- Company profile.
- Certified ID copies of members/directors not older than 3 months.
- Original/ certified BBBEE certificate or sworn affidavit.
- Authority of signatory.
- Proof of CSD registration.
- Record of addenda to tender document.
- In the case of a joint venture/ consortium every member must submit a separate tax clearance certificate/ tax compliance/ pin, other supporting documents and a joint BBBEE certificate or sworn affidavit with the bid documents, failure to submit will disqualify the bid.
- Umvoti Municipality subscribes to the Preferential Procument Policy Framework Act, 2000 (Act no.5 of 2000) and therefore gives preference to tenders from emerging contractors or tenders in joint venture with emerging partners.
- The Umvoti Local Municipality subscribes to the Preferential Procurement Policy Framework Act No. 5 of 2000 and Preferential Procurement Regulations 2022. Bidders will be firstly evaluated on Functionality Criteria and should meet a minimum of 80% in order to be evaluated to the next stage. The 80/20 preference points will be applicable, and bids may only be submitted on the bid documentation that is issued.
- Failure to comply with the all the requirement will lead to disqualification.

The municipality reserves the right to conduct background checks on all previous work conducted by bidders.

The below 80/20 preference points will be applicable with specific goals as per Umvoti Municipality Supply Chain Management Policy

#	Specific Goal(s)	Number of point allo-cated 80/20 pp	Verification docu-ment
1	Youth Categories:	5	CSD report and certi-fied copy of ID
2	disability	5	Proof of Doctors cer-tificate And CSD re-port
3	Gender Based Ownership %	10	CSD report, CK or company registration certificate, copy of ID and BBBEE certifi-cate
a)	Women Ownership (*Must be South African)	5	
	Women ownership - 100% : Black	5	
	Women ownership - > 51% : Black	4	
	Women ownership - 25% - 50% : Black	3	
	Women ownership - 100% : Indian and Coloured	3	
	Women ownership - > 51% : Indian and Coloured	2	
	Women ownership - 25% - 50% : Indian and Coloured	1	
	Women ownership - 100% : White	2	
b)	Men Ownership (*Must be South African)	5	
	Men ownership - 100% : Black	5	
	Men ownership - > 51% : Black	4	
	Men ownership - 25% - 50% : Black	2	

BID DOCUMENTS

Bidder can download documents free of charge on the web-based portal www.etenders.gov.za or Umvoti Municipality website www.umvoti.gov.za with effect **20 June 2025 @ 12:00pm** only service providers registered on National Treasury Central Supplier Database (CSD) and Umvoti Local Municipality's database will be considered for bidding

EVALUATION OF BIDS

Bids will be evaluated and adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Specific Goals and other applicable legislations and will be based on 80/20 preference points system.

SUBMISSION OF BIDS

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

Completed tenders in separate sealed envelopes bearing the tender number on both envelopes for Stage 1 and Stage 2, must be deposited in the Municipality's Tender Box at Greytown Town Hal, 41

King DinuZulu Street, Greytown on or before
12h00 on 18 July 2025, when tenders will be opened in public. Tenders received after the due date and time will not be considered.

Bid documents, in English must be downloaded from E-tenders (www.e-tenders.gov.za)or Umvoti Municipality website www.umvoti.gov.za as from the 20 June 2025. Acceptable bids will be initially evaluated based on price on the basis of 80 points financial offer and 20 points for meeting the special goals. After the closing date the bid will be valid for 120 days.

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

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

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

All enquiries must be directed to Mr. MF Maphanga at Tel. 033-314 9100.

Tenderers who do not hear from the Umvoti Local Municipality after 120 days of the closing date of the tender should consider their tender unsuccessful.

Please note that no tender will be accepted by fax or e-mail.

Sealed Bids, with **"Bid No: T2025/06/03/LTLCA Long Term Loan to fund Capital Assets"**, clearly endorsed on the envelope must be deposited in Tender Box located: Greytown Town Hall, 41 Bell Street, Greytown, 3250 by not later than 18 July 2025 at 12h00.

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

MS NP Ndaba **P.O Box 71** **Notice no: 5055**

Municipal Manager **Greytown, 3250**

INVITATION TO BID – PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMVOTI LOCAL MUNICIPALITY					
BID NUMBER:	T2025/06/03/LTLCA	**CLOSING DATE:**	18 JULY 2025	CLOSING TIME:	12: 00 PM
DESCRIPTION	LONG TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS				
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					
41 BELL STREET (OPPOSITE TO ABSA BANK)					
GREYTOWN					
3250					

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	

PREFERENTIAL POINTS (80/20) ***PRICE = 80*** ***PREFERENT POINTS = 20*** ***TOTAL = 100***

SPECIFIC CONTRACT PARTICIPATION GOALS			**TICK FOR CLAIM**
YOUTH	**05**		
DISABILITY	**05**		
GENDER BASED OWNERSHIP	**10**		
TOTAL	**20**		

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	Yes 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	FINANCE – SUPPLY CHAIN MANAGEMENT DEPT	CONTACT PERSON	MELUSI MAPHANGA
CONTACT PERSON	ANDILE MAJOLA	TELEPHONE NUMBER	033- 413 9100
TELEPHONE NUMBER	033 – 413 9100	FACSIMILE NUMBER	033 -417 1393
FACSIMILE NUMBER	033 – 417 1393	E-MAIL ADDRESS	
E-MAIL ADDRESS	andile.nene@umvoti.gov.za	hr@umvoti.gov.za	

PART B
Terms and Conditions for Bidding

1. BID SUBMISSION:

1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.

1.2. **All bids must be submitted on the official forms provided–(not to be re-typed) or online**

1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 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)?	Yes ☐ No ☐
3.2	Does the entity have a branch in the RSA?	Yes ☐ No ☐
3.3	Does the entity have a permanent establishment in the RSA?	Yes ☐ No ☐
3.4	Does the entity have any source of income in the RSA?	Yes ☐ No ☐
3.5	Is the entity liable in the RSA for any form of taxation?	Yes ☐ No ☐

If the answer is "no" to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

NB: Failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.

SIGNATURE OF BIDDER: ……………………………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………………………

DATE: ……………………………………………………………

UMVOTI LOCAL MUNICIPALITY

CORPORATE SERVICES DEPARTMENT

BID NO: 2025/06/03/LTLCA

BID FOR A LONG-TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

FORM OF TENDER AND RETURNABLE DOCUMENTS

1. Executive Summary of the municipality

Umvoti Local Municipality is a category B municipality and was established in terms of section 12 of the Municipal Structures Act No.117 of 1998 (as amended) in December 2000.
Umvoti Local Municipality covers some 2500 square kilometres and it incorporates Kranskop, Muden and Seven Oaks. Our head office is situated in Greytown.

2. Introduction

Umvoti Local Municipality hereby seeks to appoint a financial institution/registered bank to provide a Long-Term Loan to fund Capital Assets for a five (5) year period. The service provider must be registered in terms of the Banks Act, Act no 94 of 1990.

The Bid will be evaluated in terms of a two-envelope tender process being:

- Compliance and Functionality, and
- Price and Preference

3. Compliance & Functionality

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

3.2 The following Sections to be submitted in a separate, sealed envelope clearly marked: **"COMPLIANCE & FUNCTIONALITY: T2025/06/03/LTLCA".**

STAGE 1: COMPLIANCE AND FUNCTIONALITY

FORM OF ACCEPTANCE AND DECLARATION

PRE-EVALUATION

(a) Form of Acceptance & Declaration.
(b) Original Valid Tax Clearance Certificate or SARS Pin.
(c) Original or Certified Copies of Registration with The Financial Services Board.
(d) Original or Certified Copies of Registration in Terms of Banks Act No. 94 of 1990.
(e) Company Registration (printed and certified within 3 months).
(f) Original Certified Copies of Company Directors not older than 6 months.
(g) Workmen's Compensation.
(h) Proof of Address or Lease Agreement.
(i) Good Standing with Municipal Rates and Taxes.
(j) Three (3) Written Original or Certified Copies of Verifiable Business Reference's from municipalities in which the service was rendered in the last five (5) Years.
(k) Declaration of Tenderers Past Supply Chain Management Practices.
(l) Completed MBD Forms.
(m) Declaration of Interest.
(n) Certificate of Independent Bid Determination (MBD9).
(o) Authority of Signatory.
(p) Bank Rating.
(q) CSD Registration.
(r) Acceptance.
(s) Initial/Sign of all pages.

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

UMVOTI LOCAL MUNICIPALITY

CORPORATE SERVICES DEPARTMENT

BID NO: 2025/06/03/LTLCA

BID FOR A LONG-TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

FUNCTIONALITY

UMVOTI LOCAL MUNICIPALITY
CORPORATE SERVICES DEPARTMENT
BID NO: 2025/06/03/LTLCA

BID FOR A LONG-TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

FUNCTIONALITY POINTS FOR BID EVALUATION

1. Bidders will first be evaluated on the following point scoring criteria and be subjected to a further evaluation thereafter; bidders will be further evaluated on the targeted procurement / preferential points.
2. Bidders, who do not score more than **80%** upon the functionality, will not be considered for a further evaluation.
3. All bids submitted will be assessed in terms of the criteria submitted in the tables below.
4. Bidder must fill in points, failure to do so will automatically lead to disqualification.

FUNCTIONALITY:

No	**Description Items**	**Maximum Potential Score**	**Points**	**Page Ref. No.**
1	Vehicle and Asset Finance Services rendered to Government or Municipalities.(5 points per proof of Appointment Letter) not older than 5 years.	20		
2	Technical Support to be provided by a dedicated Consultant (Proof must be provided)	10		
3	Interest Rate Prime+1.5% or less fixed (if more, 0 points) attach signed agreement.	50		
4	The tenderers commitment to contribute towards future municipal social initiatives through sponsorship for programs like, Matric Excellence Awards, Back to school uniform programs.	10		
5	The tenderers current contribution towards social responsibility initiatives to previously disadvantaged communities with original or certified letters from the committee that benefited.	10		
	TOTAL SCORED	**100**		

NOTE: Please ensure that all criteria is supported by certified copies of documentary proof for points to be awarded. Failure to provide such documentation will result in non-awarding of points.

UMVOTI LOCAL MUNICIPALITY

BID NO: 2025/06/03/LTLCA

CORPORATE SERVICES DEPARTMENT

BID NO: 2025/06/03/LTLCA

BID FOR A LONG-TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

CONDITIONS OF CONTRACT

UMVOTI LOCAL MUNICIPALITY
CORPORATE SERVICES DEPARTMENT
BID NO. 2025/06/03/LTLCA

BID FOR A LONG-TERM LOAN TO FUND CAPITAL ASSETS FOR THE PERIOD OF FIVE (5) YEARS

CONDITIONS OF THE BID

A. GENERAL

1. Bid documents must be completed in black ink and prices must **NOT** include VAT.

2. **All pages and annexures must be <u>initialled / sign in full signature</u> where required.**

3. The lowest or any bid will not necessarily be accepted, and Umvoti Local Municipality reserves the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.

4. No bid will be accepted by fax or e-mail.

5. Bids are to remain open for acceptance for a period of one hundred and twenty (120) days from the date they are lodged and may be accepted at any time during the said period of one hundred and twenty (120) days.

6. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.

7. Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as **"Additional"** to the specific bid reference number.

8. Only bids on Umvoti Local Municipality official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**

9. **Corrections may not be made by means of a correcting fluid. <u>In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration</u>. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.**

10. Should it be considered necessary by the bidder that officials of Umvoti Local Municipality should proceed to other centres for inspection purposes, such costs shall be for the account of the bidder.

11. This contract will be governed by Umvoti Local Municipality "Conditions of the Bid" only and not any conditions supplied by the bidder.

12. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.

13. If items are not in line with the bid must be drawn through the space in pen.

14. Only bids received by **12:00 pm** on the given closing date in the bid box will be considered.

B. DEMONSTRATIONS AND INSPECTIONS

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the Umvoti Local Municipality or any other area within the boundary of the Umvoti Local Municipality, any services offered in this bid.

2. Where officials are required to attend demonstrations or inspections outside the boundary of the Umvoti Area, all costs to attend such demonstration must be borne by the bidder.

C. PAYMENTS

1. Payment will be made within 30 days from statement invoice date subject to satisfactory execution of contract conditions and provided that statement/invoice is without error.

2. Bidders must clearly state all settlement and trade discounts.

3. Where officials are required to attend demonstrations or inspections outside the boundary of the Umvoti Area, all costs to attend such demonstration must be borne by the bidder.

4. The Umvoti Local Municipality hereby indemnifies itself from any claims whatsoever, which may arise as a result of loss of income suffered by the tenderer for any reason directly or indirectly during the course of this tender and Umvoti Local Municipality reserves the right to consider compensation at its own terms.

UMVOTI LOCAL MUNICIPALITY

BID NO: 2025/06/03/LTLCA

BID FOR A LONG-TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

GENERAL CONDITIONS OF CONTRACT

UMVOTI LOCAL MUNICIPALITY
BID NO: 2025/06/03/LTLCA

BID FOR A LONG-TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC"	means the General Conditions of Contract.
1.15 "Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16 "Imported content"	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
1.17 "Local content"	means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
1.18 "Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.19 "Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
1.20 "Project site,"	where applicable, means the place indicated in bidding documents.
1.21 "Purchaser"	means the organization purchasing the goods.
1.22 "Republic"	means the Republic of South Africa.
1.23 "SCC"	means the Special Conditions of Contract.
1.24 "Services"	means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25 "Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
1.26 "Tort"	means in breach of contract.
1.27 "Turnkey"	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

(b) A cashier's or certified cheque.

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's

premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods.

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods.

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.

(d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract and;

(b) In the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements and;

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by purchaser pursuant to GCC Clause 21.2;

(b) If the supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) The date of commencement of the restriction
(ii) The period of restriction; and

(iii) The reasons for the restriction.

(iv) These details will be loaded in the National Treasury's central database of

(v) Suppliers or persons prohibited from doing business with the public sector.

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

According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Antidumping and countervailing duties and rights

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

delivered or rendered, or is to deliver
or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or

(b) 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

(c) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. 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 agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted

practice by, firms, or a decision by an
association of firms is prohibited if it is between parties in a horizontal relationship and if a 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.

UMVOTI LOCAL MUNICIPALITY

CORPORATE SERVICES DEPARTMENT

BID NO: 2025/06/03/LTLCA

BID FOR A LONG-TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

SPECIAL CONDITIONS OF CONTRACT

UMVOTI LOCAL MUNICIPALITY
CORPORATE SERVICE DEPARTMENT
BID NO: 2025/06/03/LTLCA

BID FOR LONG TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

SPECIAL CONDITIOS OF CONTRACT

1. DURATION

The duration for this contract will be five (5) years from the day of finalisation of appointment.

2. PAYMENT

All payments will be made to the Service Provider within thirty (30) days upon the receipt of an invoice.

3. PRICE

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

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

4. RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids. The Umvoti Local Municipality reserves the right to disqualify a bid in the event that the bidder does not fully comply with this provision.

5. BID VALIDITY

This bid shall not be withdrawn during a period of one hundred and twenty (120) days from the date on which it is to be lodged and it may be accepted at any time during that period.

5.1 DOCUMENTS TO BE SUBMITTED TOGETHER WITH BID DOCUMENT

- CSD Registration Summary Report
- Copy of Tax Clearance Certificate and Pin from SARS.
- Company Registration Certificate.
- Certified Copies Identity Documents of Directors or Management.
- Copy of B-BBEE Status Level Verification Certificates or Certified Copies

5.2 COMPULSORY DOCUMENTS FOR EVALUATION PURPOSES

(a) Form of Acceptance & Declaration
(b) Original Valid Tax Clearance Certificate or SARS Pin
(c) Original or Certified Copies of Registration with The Financial Services Board
(d) Original or Certified Copies of Registration in Terms of Banks Act No. 94 of 1990
(e) Company Registration
(f) Original Certified Copies of Company Directors not older than 6 Months
(g) Workmen's Compensation
(h) Proof of Address or Lease Agreement
(i) Good Standing with Municipal Rates and Taxes
(j) Original or Certified Copies of latest Credit Rating Reports
(k) Three (3) Written Original or Certified Copies of Verifiable Business Reference's from municipalities in which the service was rendered in the last five (5) Years.
(l) Declaration of Tenderers Past Supply Chain Management Practices
(m) MBD Forms
(n)) Authority of Signatory
(o) Bank Rating
(p) CSD Registration
(q) Acceptance
(r) Initial/ Sign of all pages

6. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 49 of the Municipal Supply Chain Management Regulations No 27636 of 2005, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award/ process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

Kindly note that the intention of award will be published on the municipal website.

UMVOTI LOCAL MUNICIPALITY

CORPORATE SERVICES DEPARTMENT

BID NO: 2025/06/03/LTLCA

BID FOR LONG -TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

SPECIFICATIONS OF CONTRACT

UMVOTI LOCAL MUNICIPALITY
CORPORATE SERVICES DEPARTMENT
BID NO: 2025/06/03/LTLCA

BID FOR LONG TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

INFORMATION TO LENDERS

1. INTRODUCTION

Registered financial institutions are invited to submit expressions of interest for a Long-Term Loan to Fund Capital Assets for the Umvoti Local Municipality for a period of five (5) years.

Amount of Loan: R25 million

Purpose of the Loan: To Fund Capital Assets for the Umvoti Local Municipality.

2. SCOPE

Interested institutions are requested to submit a detailed bid outlining among others the following:

1. Submit fixed/variable interest rate and capital, conventional loan, repayable over a period of five years. Capital and interest payments on monthly/bi-annual and annual instalments. Total cost of the loan for five (5) years at a base rate as reflected in the amortization table to be provided.

Technical support in the Finance to be provided to ensure prudent management and a speedy turn-around on service delivery.

1. Discounts and Exemption period if applicable, in case of cash-flow shortfall.
2. Detailed Corporate Responsibility in the Umvoti Local Municipal area.
3. Company's previous experience and involvement in similar projects, references to be provided.
4. Interest Rate applicable for drawdowns at different intervals.
5. Documentation that demonstrates that the Lender has a Credit Rating of "A" or better from a credit rating agency recognised by the SA Reserve Bank.

Only companies who have met the minimum score of 80% on functionality would be considered for the final evaluation process in terms of the price (interest rate). Lenders are requested to submit Draft Loan Agreement for consideration and negotiation with their bid documents.

The evaluation criteria for the primary stage based on the submission of the bidder's bid shall be evaluated as follows:

EVALUATION DESCRIPTION
Discounts and Exemption period if applicable, in case of cash-flow shortfall.
Technical Support to be provided
Corporate Responsibility
Company's previous experience

Drawdown interest

The calculation of points for purposes of achieving minimum acceptable score for further evaluation exclude total payment amount of the loan. The total payment loan amount shall not exceed 5 years, and as such shall be evaluated separately to determine the acceptable Lender. Each bidder is expected to submit in a amortization table for the total duration of the bid.

Please note that (i) the costs of preparing the bid and of negotiating the loan agreement are not reimbursable from municipal funds (including the loan proceedings) and (ii) Umvoti Local Municipality is not bound to accept any of the Bids submitted. (iii) No other bid outside the conditions of this bid document will be considered by the Municipality.

3. CLARIFICATION OF THE REQUEST FOR BID

3.1 Lenders may request a clarification of any of the bid documents up to close of business on **18 JULY 2025.** Any request for clarification must be sent in writing or by electronic mail to Umvoti. Local Municipality, at the addresses set forth below under the enquiry contact details. The Umvoti Local Municipality will respond by facsimile or electronic mail to such requests.

3.2 At any time before the submission of Bids, Umvoti Local Municipality may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Lender, amend.
the Bid documents. The amendment and extension of the deadline will be sent in writing or by electronic mail to all registered Lenders and will be binding on them. Umvoti Local Municipality may at its discretion extend the deadline for the submission of Bids.

3.3 Note that Lenders shall not contact Umvoti Local Municipality on any matter relating to their Bid from the time of the final submission of bids to the time the contract is awarded. Any effort by the Lender to influence Umvoti Local Municipality in the Bid evaluation, Bid Comparison, or final award decisions may result in the rejection of the Lender's Bid.

3.4 Bids must remain valid for one hundred and twenty **(120) days** after the submission date.

3.5 Umvoti Local Municipality will make its best effort to complete negotiations within this period. If the Bid validity period is extended, the Lenders have the right to declare their bids invalid.

3.6 REQUIRED security arrangements must be stipulated in the bid document.

4. NEGOTIATIONS

4.1 Negotiations to reach agreement on all points and sign a contract will be held at the following address:

41 Bell Street
Greytown
3250

4.2 Negotiations will include a discussion of all the key loan characteristics described above. Trade-offs among the proposed loan characteristics may be made if the municipality benefits as a result.

4.3 The negotiations will conclude with a review of the Loan Agreement. To complete negotiations, Umvoti Local Municipality and the Bidder will sign the agreement.

4.4 Note that if Umvoti Local Municipality decides at any point in this process, for any reason, that negotiations are not productive, the municipality will invite the second-ranked bidder to open negotiations on a loan agreement.

5. AWARD OF LOAN AGREEMENT

5.1 After negotiations are successfully completed with bidders, the intention letter of award will promptly be advertised on the municipal website notifying other Bidders that submitted bids. There will be no "debriefings" with the unsuccessful bidders.

ADDITIONAL INFORMATION

Purchasing of Vehicles and Assets – R25 000 000.00

The loan funded will be used to purchase any of the following:

No:	Items	
1.	**Hydraulic Excavator** Net Rated minimum power of 118kW, 4 cylinders and Piston displacement of 4.5L. Full hydrostatic type. Operating of no less than 21000kg.	
2.	**Tipper Truck (10m^3)** 6 cylinder, 4 stroke, Automatic, Amber Light, Tow Bar, Tipping must be steel.	
3.	**Backhoe Loader** The Net Peak Power must be 70Kw@2,000rpm and minimum Net Peak Torque 387Nm @1,300rpm. The transmission must be minimum 5 speed with Hydraulic reverser.	
4.	**Skip Loader** The truck should have a lifting device for waste containers. The hook lift loader will be used with 30m^3 open top waste bins and must have a row guide.	
5.	**Motor Grader** The unit must turbocharged with the minimum Net Power 138kW (185 hp) or higher and the minimum Net torque of 848Nm @ 1,000rpm or higher. Six-wheel Drive with automatic dual-path hydrostatic drive; increases tractive effort and front-end control.	
6.	**Steel Drum Roller (Compaction)** Automatic vibration control. Total Displacement of 4399 with gross power of 85kW. Minimum drum width of 2000mm.	
7.	**Refuse Compactor Truck** 20m^3, Allison gearbox, Automatic, 2 Way radio, Amber Lights, 6-cylinder, P.T.O to be supplied with hydraulic pump, Cab Crew, Bin lifter.	
8.	**Bull-Dozer** Minimum Net rated Power of 93kW with Net Peak Torque 540Nm. 6 cylinder, Turbocharged, Automatic dual-path, hydrostatic drive. Displacement 6.8L	
9.	**Bush Fire Fighting Tanker** Automatic, 4 Crew Cab Members, 6 cylinder Diesel engine, P.T.O included, Booster Tank must be at least 7000 litres with integrated foam tank, Pump must be at the rear of the truck, 2 Way Radio and Siren.	
10.	**Front-End Loader** The engine shall be a four stroke cycle with 106kW Net Engine Power, and Displacement of 6.8L, 4 cylinders, with operating weight of no less than 12 000kg and bucket capacity of 1.9 -2.1m^3	
11.	**SUV 4x4 – 2.4 Litres Automatic** Diesel, 6 Speed, Full alloy wheels, Window tinting.	
12.	**1 Ton Truck 4x4** 7 Speed Transmission with Manual gearbox. Power@ r/min (kW) 110@2 600 with a Torque@ r/min(Nm) 404@ 1500-2600. Turbocharged. Amber warning light, Drop side with Half Canopy, Bullbar, Towbar, Fiber ladder rack up to 11 meters. Steel toolbox.	
	4 Ton Cherry Picker – Crew Cab	

13.	Drop side, 4-cylinder, Steel toolbox with double locks, Spot Light on Bucket, 15m Boom Reach, Emergency Hydraulic Pump underneath the load body.	
14.	**4 Ton 4x4 Crane Truck** 6 cylinders, Output (kW 176@2,400) 4 stroke, 6 ton lifting capacity with a min extended reach of 0.5m, Crane Mounted at the Rear of Load Body, Winch Fitted on Inner Boom of Crane with Load Hook, Safety Catch and Swivel.	
15.	**Asphalt Cutter** 4 Stroke gasoline engine cyclonic 3 stage air filtration system, 94 kg, 500mm blade diameter, 32L water tank capacity, 6.5L fuel capacity, 195mm cutting depth, 2200 rpm nominal speed.	
16.	**Payloader/Wheel Loader** 4 Cylinders, 2257 Engine Model, 1104c-44 Engine make, 67hp Net Power, 75hp Gross Power, Power measured @ 2000 rpm, 222.8 lb ft Max Torque, 268.6 cu in, Torque Measured@ 1400 rpm, 10383.8 lb Operating Weight, 26.5 gal Fuel Capacity, Hydrostatic Transmission, 12.9 ft in Turning Radius, 2 Forward and Reverse Gears	
17.	**Truck 4x2 – 4Ton (Water)** 6 Speed, Drop-side, Toolbox, Amber Light, Tow Bar	
18.	**Hatchback 1.4 – 1.6 Engine** Manual, 5 Door, Electric Windows, 5 Forward.	
19.	**Sedans 1.4** Manual, 5 Doors, Electric Window.	
20.	**S/Cab bakkie 4x2 – 1.9L** Canopy, Rubberizing, Towbar.	
21.	**S/Cab bakkie 4x4 (1.9 – 2.5 engine)** Canopy, Toolbox, Towbar, Roof Rack, Rubberizing, front Winch, Fire Extinguisher.	
22.	**D/Cab bakkie 4x4– Canopy** Rubberizing, Towbar, 4 cylinders.	
23.	**Mini-Bus – Passenger Vehicle** Engine, 6 Speed, Diesel 2.9	
24.	**Grass Cutter – Tractors** Diesel engine, output >55Kw, Drawbar at the rear end.	
25.	**Truck – 3 Ton – Crew Cab (Electr)** Drop-side, Roof Rack, Toolbox, Amber Light, Tow Bar, Rubberized Load bin.	

UMVOTI LOCAL MUNICIPALITY

CORPORATE SERVICES DEPARTMENT

BID NO: 2025/06/03/LTLCA

BID FOR LONG TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

FORMS TO BE COMPLETED BY BIDDER

UMVOTI LOCAL MUNICIPALITY
CORPORATE SERVICES DEPARTMENT
BID NO: 2025/06/03/LTLCA

BID FOR LONG TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

FORM OF BID

FORM OF ACCEPTANCE

DEPARTMENT: ____

FORM OF BID: ____

To: **The Municipal Manager**
Umvoti Municipality
P.O. Box 71
Greytown
3250

1. I/we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to the Umvoti Local Municipality on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the Umvoti Local Municipality during the validity period of one hundred and twenty (120) days indicated and calculated from the closing time of bid;

2.1 this bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;

2.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;

2.3 If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

2.4 I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;

2.5 this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us;

2.6 the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose Dom cilium citadel et executant in the Republic at (full address of this place):

____

3. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

5.1 Are you duly authorized to sign the bid? *

5.2 Has the Declaration of Interest been duly completed and included with the other bid forms? *

*Delete whichever is not applicable

SIGNATURE: ______________________________

DATE: ______________________________

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER: ______________________________

POSTAL ADDRESS: ______________________________

____

TELEPHONE NUMBERS: ______________________________

FACSIMILE NUMBERS: ______________________________

BID NUMBER: ______________________________

NAME OF CONTACT PERSON: ______________________________

Refer to the under-mentioned important Conditions:

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaire and specifications in all respects, may invalidate the bid.

2. Bids should be submitted on the official forms and should not be qualified by the bidders own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidders own conditions of bid, when called upon to do so, may invalidate the bid.

3. If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

UMVOTI LOCAL MUNICIPALITY

CORPORATE SERVICES DEPARTMENT

BID NO: 2025/06/03/LTLCA

BID FOR LONG TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

RETURNABLE DOCUMENTS OR ANNEXURES

<u>ANNEXURE A</u>

PAGE TO WHICH <u>ORIGINAL VALID SARS TAX CLEARANCE CERTIFICATE</u> PIN MUST BE ATTACHED

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

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

ANNEXURE B

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

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

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

ANNEXURE C

PAGE TO WHICH ORIGINAL OR CERTIFIED COPIES OF REGISTRATION IN TERMS OF THE BANKS ACT NO. 94 OF 1990 MUST BE ATTACHED

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

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

ANNEXURE D

PAGE TO WHICH ORIGINAL OR CERTIFIED COPY OF COMPANY REGISTRATION MUST BE ATTACHED

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

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

ANNEXURE E

PAGE TO WHICH ORIGINAL OR CERTIFIED COPY OF COMPANY DIRECTORS MUST BE ATTACHED

Please attach valid certified copies of Identity Documents to this page.

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

ANNEXURE F

PAGE TO WHICH ORIGINAL OR CERTIFIED COPY OF WORKMEN'S COMPENSATION MUST BE ATTACHED

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

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

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

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

<u>ANNEXURE G</u>

PAGE TO WHICH <u>PROOF OF ADDRESS OR LEASE AGREEMENT</u> PIN MUST BE ATTACHED

Please attach Proof of Address or Lease Agreement to this page.

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

ANNEXURE H

PAGE TO WHICH PROOF OF GOOD STANDING WITH MUNICIPAL RATES AND TAXES MUST BE ATTACHED

Please attach Municipal Statement of Account to this page.

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

ANNEXURE I

PAGE TO WHICH THREE (3) VALID ORIGINAL OR CERTIFIED COPIES OF REFERENCE LETTERS FROM MUNICIPALITIES IN THE LAST FIVE (5) YEARS MUST BE ATTACHED

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

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

ANNEXURE J

PAGE TO WHICH AUTHORITY OF SIGNATORY MUST BE ATTACHED

Please attach Authority of Signatory to this page.

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

ANNEXURE K

PAGE TO WHICH BANKING RATING MUST BE ATTACHED

Please attach Bank Rating to this page.

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

ANNEXURE L

PAGE TO WHICH CSD REGISTRATION MUST BE ATTACHED

Please attach CSD Registration to this page.

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

MBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

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

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

1. Required by: ....

   At: ....

   ....

2. Brand and Model ....

3. Country of Origin ....

- Does the offer comply with the specification(s)? *YES/NO

4. If not to specification, indicate deviation(s)......................................

5. Period required for delivery ....

   *Delivery: Firm/Not firm

6. 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

MBD 4

DECLARATION OF INTEREST

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

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

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

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

3.2 Identity Number: ....

3.3 Position occupied in the Company (director, trustee, hareholder[2]):...........................

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. ....

....

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

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

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

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

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

3.9.1 If yes, furnish particulars...

....

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

3.10.1 If yes, furnish particulars.
....
....

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

3.11.1 If yes, furnish particulars
....
....

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

3.12.1 If yes, furnish particulars.
....
....

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

3.13.1 If yes, furnish particulars.
....
....

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

3.14.1 If yes, furnish particulars:

……………………………………………………………………………………
……………………………………………………………………………………

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

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

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

……………………………………… ………………………………………

Signature **Date**

……………………………………… ………………………………………

Capacity **Name of Bidder**

UMVOTI LOCAL MUNICIPALITY

CORPORATE SERVICES DEPARTMENT

BID NO: 2025/06/03/LTLCA

BID FOR LONG TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

PROCUREMENT DOCUMENTS

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? ***YES / NO**

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? ***YES / NO**

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.

………………………………………………………………

………………………………………………………………

………………………………………………………………

………………………………………………………………

* 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? ***YES / NO**

3.1 If yes, furnish particulars

……………………………………………………………………

……………………………………………………………………

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

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

MBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

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

1.3 Points for this bid shall be awarded for:
(a) Price; and
(b) Specific contract participation goals, as specified in the attached forms.

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

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR PREFERENCE POINT SYSTEMS

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

80/20 or **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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,

SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED ARE INDICATED PER THE TABLE BELOW:

No.	**Specific Goals**	**No. of Points Allocated 80/20**	**Verification Document**
1.	Youth Category	05	CSD Report and Certified Copy of ID
2.	Disability	05	Proof of Doctors Certificates and CSD Report
3.	Gender Based Ownership %	10	CSD Report, CK or Company Registration, Copy of ID and BBBEE Certificate
(a)	Women OWNERSHIP (*Must be South African)	5	
	Women ownership – 100%: Black	5	
	Women ownership – >51%: Black	4	
	Women ownership – 25%-50%: Black	3	
	Women ownership – 100%: Indian and Coloured	3	
	Women ownership – >51%: Indian and Coloured	2	
	Women ownership – 25%-50%: Indian and Coloured	1	
	Women ownership – 100%: White	2	
(a)	Men OWNERSHIP (*Must be South African)	5	
	Men ownership – 100%: Black	5	
	Men ownership – >51%: Black	4	
	Men ownership – 25%-50%: Black	2	

Total Specific Goals = ____________________

NB: Proof must be attached for claimed points.

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 as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME: ....

DATE: ....

ADDRESS: ....
....
....

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). 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)

1. 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 remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

   Bidding documents;
   Invitation to bid;
   Tax clearance certificate;
   Pricing schedule(s);
   Filled in task directive/proposal;
   Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   Declaration of interest;
   Declaration of Bidder's past SCM practices;
   Certificate of Independent Bid Determination;
   Special Conditions of Contract;
   General Conditions of Contract; and
   Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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.

2. 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.

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

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

NAME (PRINT): ……………………………

CAPACITY: ……………………………

SIGNATURE: ……………………………

NAME OF FIRM: ……………………………

DATE: ……………………………

WITNESSES

1……………………………………

2……………………………………

DATE:……………………………

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

An official order indicating service delivery instructions is forthcoming.

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

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

SIGNED AT ……………………………………… ON ………………………………

NAME (PRINT) ………………………………………….

SIGNATURE ………………………………………

OFFICIAL STAMP

WITNESSES

…………………………………

…………………………………

DATE:…………………………….

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(i) This Municipal Bidding Document must form part of all bids invited.

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.

(ii) The bid of any bidder may be rejected if that bidder, or any of its directors have:

abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

been convicted for fraud or corruption during the past five years;

willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

been listed in the Register for BID Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

(iii) 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 *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes	No
4.1.1	If so, furnish particulars:		

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

CERTIFICATION

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

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

…………………………………………	…………………………………………
Signature	**Date**
…………………………………………	…………………………………………
Position	**Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

1. 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.

2. 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.

3. 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.

4. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

(Bid Number and Description)

In response to the invitation for the bid made by:

____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: ____that:

(Name of Bidder)

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

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) Has been requested to submit a bid in response to this bid invitation;

   (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) Prices;

   (b) Geographical area where product or service will be rendered (market allocation)

   (c) Methods, factors or formulas used to calculate prices;

   (d) The intention or decision to submit or not to submit, a bid;

   (e) The submission of a bid which does not meet the specifications and conditions of the bid; or

   (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.

[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

………………………………………………………… ……………………………………

Signature Date

………………………………………………………… ……………………………………

Position Name of Bidder

PARTICULARS OF BIDDER

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder: ____

Postal Address ____

____

Street Address ____

____

Telephone Number

Code ________________ Number ____________________________

Cell phone Number ____

Facsimile Number Code ________________ Number ____________________________

E-mail Address ____

Contact Person ____

Company / Enterprise Income Tax
Reference Number: ____

Has an original Tax Clearance Certificate been attached? (MBD2) (Tick one box)

YES	NO

Vat Registration_Number ____

Company Registration No ____

____

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES	NO

If YES, give details and quote relevant Reference numbers and dates

____

____

Are you the accredited Representative in South Africa for the
Goods / services offered by you?

YES / NO (If YES enclose proof)

A VALID TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: ____

Date: ____

Duly authorised to sign on behalf of: ____

Address: ____

____

Telephone Number: ____

Banking Details:

Name of Bank: ____

Account Number: ____

Branch Code: ____

ACCEPTANCE

NB:

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

FOR AND ON BEHALF OF

NAME OF COMPANY: ____

ADDRESS: ____

____

____

____
NAME OF BIDDER

______________________________ ______________________________
SIGNATURE OF BIDDER DATE

ENQUIRY CONTACT DETAILS

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY:	UMVOTI LOCAL MUNICIPALITY
DEPARTMENT:	FINANCE DEPARTMENT: SUPPLY CHAIN MANAGEMENT
CONTACT PERSON:	MR ANDILE MAJOLA
TEL:	033 413 9100 (Ext 9179)
EMAIL:	andile.nene@umvoti.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

MUNICIPALITY:	UMVOTI LOCAL MUNICIPALITY
DEPARTMENT:	CORPORATE SERVICES DEPARTMENT
CONTACT PERSON:	MR. MF MAPHANGA
TEL:	033 413 9100 (Ext 9216)
EMAIL:	hr@umvoti.gov.za

CORPORATE SERVICES DEPARTMENT

BID NO: 2025/06/03/LTLCA

BID FOR A LONG-TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

STAGE 2: PRICE & PREFERENCE

CLOSING DATE & TIME: **18 JULY 2025 at 12:00**

Documents to be addressed to the Municipal Manager and deposited into the Tender Box situated at Greytown Town Hall, 41 Bell Street, Greytown, 3250.

SERVICE PROVIDER'S DETAILS

Name of Bidder:	
Contact Person:	
E-mail Address:	
Telephone Number:	( ) Code:________________________
Fax Number:	( ) Code: ________________________
Cell phone Number	
Physical Address:	
Postal Address:	
Vat Registration Number	

Tax Compliance Status Pin	
CSD Number	

UMVOTI LOCAL MUNICIPALITY

CORPORATE SERVICES DEPARTMENT

BID NO: 2025/06/03/LTLCA

BID FOR LONG TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

PRICING SCHEDULE & PREFERENCE POINTS

1.BIDDERS ARE REQUESTED TO ATTACH THEIR QUOTE ON COMPANY'S LETTER-HEAD ON THIS PAGE BASED ON THEIR PRICING

Amortization table must be attached here.

For Example:

Date	Description	Begin Capital	Deposit/Balloon/VAT	Payment/Deal Fees	Interest	Capital	End Capital

2.ESCALATION

Nominal contractual Escalation after every twelve months: __________

% Nominal contractual Escalation in words:______________________________________

NB: All Prices to Exclude Value Added Tax.

3. SPECIAL CONDITIONS:

3.1 Fees must be quoted in South African Rands and must be VAT exclusive, indicating any escalation;

3.2 The tenderer is responsible for any costs associated with the submission of their tender;

3.3 Payment of fees will be linked to deliverables as outlined in form of offer and specification;

3.4 All areas of work will be preceded by a signed off audit planning memorandum wherein the scope of work will be agreed upon prior to the commencement thereof;

3.5 Appointment will be made in compliance with the SCM Policy of Council;

Name: ________________________ Signature: ________________________

Date: ________________________

SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED ARE INDICATED PER THE TABLE BELOW:

No.	Specific Goals	No. of Points Allocated 80/20	Points Claimed	Verification Document
1.	Youth Category	05		CSD Report and Certified Copy of ID
2.	Disability	05		Proof of Doctors Certificates and CSD Report
3.	Gender Based Ownership %	10		CSD Report, CK or Company Registration, Copy of ID and BBBEE Certificate
(a)	Women OWNERSHIP (*Must be South African)	5		
	Women ownership – 100%: Black	5		
	Women ownership – >51%: Black	4		
	Women ownership – 25%-50%: Black	3		
	Women ownership – 100%: Indian and Coloured	3		
	Women ownership – >51%: Indian and Coloured	2		
	Women ownership – 25%-50%: Indian and Coloured	1		
	Women ownership – 100%: White	2		
(a)	Men OWNERSHIP (*Must be South African)	5		
	Men ownership – 100%: Black	5		
	Men ownership – >51%: Black	4		
	Men ownership – 25%-50%: Black	2		

Total Specific Goals = ____________________

FORM OF OFFER AND ACCEPTANCE

BID NO.2025/06/03/LTLCA

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

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Municipality to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of this document. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the Municipality in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Umvoti Local Municipality

Signed at ....

Signature .... Date..

Name .... Capacity...

Witnesses:

Name.. Signature.. Date...................

Name.. Signature.. Date...................

For the Service Provider

Signed at ....

Signature .... Date..

Name .... Capacity...

Witnesses:

Name... Signature... Date..................

Name... Signature... Date..................

UMVOTI LOCAL MUNICIPALITY

CORPORATE SERVICES DEPARTMENT

BID NO: 2025/06/03/LTLCA

BID FOR LONG TERM LOAN TO FUND CAPITAL ASSETS FOR A PERIOD OF FIVE (5) YEARS

CHECK LIST

CHECK LIST

No	Description	Ticked by Bidder	Ticked by Municipal Representative
1.	Initial/ Sign of all pages		
2.	Briefing Session Attended….N/A….		
3.	Closing/ Bid Submission at 30 June 2025 @ 12:00PM		
4.	Form of Bid completed		
5.	Valid Tax Clearance Certificate with status verification pin attached MBD 2		
6.	Copy of CK Certificate		
7.	Original valid B-BBEE Status Level Verification Certificates or certified copies		
8.	Pricing Schedule completed – MBD 3.1		
9.	Bid Declaration of Interest Completed – MBD 4		
10.	Preferential Points Claimed – MBD 6.1		
11.	Preferential % Calculated and claimed		
12.	Contract Form - Rendering Of Services – MBD 7.2		
13.	Declaration of Bidder's Past Supply Chain Management Practices – MBD 8		
14.	Certificate of Independent Bid Determination MBD 9		
15.	All witnesses signed where it's required		
16.	Particulars of Bidders Completed		
17.	Functionality Score Card		
18.	Pricing Schedule		
19.	Specific Goals Completed		
20.	Other documents (please list below)		
21.	MBD Forms 3.1, 4, 5, 6.1, 8,9		