



**SUPPLY CHAIN MANAGEMENT UNIT**  
**CORPORATE PROCUREMENT BRANCH**  
**ARCHIE GUMEDE PLACE**  
**DURBAN**

DATE: 19/09/2018

**CONTRACT ADVERT**

**Contract Number: 7K-102**

**Description:**

12 months' provision of an online digital publishing platform that can swiftly convert print ready newsletters/reports/policies/brochures/flyers/etc, into electronic version that can:

1. Create a realistic page flipping digital publications of about 100+ Municipal reports, newsletters, flyers, etc
2. Track usage analytics per digital document
3. Integrate audio visual functionality within documents
4. Distribute and integrate content to various social media platforms, other websites and email
5. Provide search functionality across all publications.

Bidders should include samples or links to previous work similar to the above and contactable references of previous engagements.

**Closing Date for Tenders: Wednesday, 26 September 2018**

Sealed tenders, addressed to the City Manager and marked with the Bid / Tender Number, are to be placed in the Tender Box located on the Ground Floor Foyer of the Materials Management Building, Durban (and not any other Municipal Department), no later than 11h00 on closing date.

**All Enquiries To:-**

**ENQUIRIES**

Zama Phakathi (Contractual)	(031) 311 7482
Siphokazi Mxinwa (Technical)	(031) 311 4809

**JDE Number: N/A**

For SENIOR MANAGER: CORPORATE PROCUREMENT  
Mr Nicholas Mkhize



Provision of an online digital publishing platform that can swiftly convert print ready documents to flipview	<b>7K -102</b>
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		<b>Non-Refundable Tender Charge</b>
		R0.00
<b>FINANCE CLUSTER</b> <b>SUPPLY CHAIN MANAGEMENT</b> <b>CORPORATE PROCUREMENT</b>		

<b>PROCUREMENT DOCUMENT (GOODS / SERVICES)</b>	
<b>Contract / Enquiry No.</b>	: 7K-102
<b>Contract Title</b>	: Provision of an online digital publishing platform that can swiftly convert print ready documents to flipview
<b>Clarification Meeting</b>	:
<b>Meeting Date / Time</b>	:
<b>Meeting Location</b>	:

		<b>General / Contractual</b>	<b>Technical</b>
<b>Queries can be addressed to</b>	<b>Name</b>	: Zama Phakathi	Siphokazi Mxinwa
	<b>Tel.</b>	: 031 311 7482	031 311 4809
	<b>E-Mail</b>	: Samukelisiwe.phakathi@durban.gov.za	<a href="mailto:siphokazi.mxinwa@durban.gov.za">siphokazi.mxinwa@durban.gov.za</a>

<b>DELIVERY OF TENDERS</b>
Sealed tenders, addressed to the City Manager and marked with the Bid / Tender Number, are to be placed in the Tender Box located on the Ground Floor Foyer of the Materials Management Building, Durban (and not any other Municipal Department), no later than
Closing Date / Time : 26/09/2018 at 11:00
<b>FACSIMILE OR POSTED TENDERS WILL NOT BE ACCEPTED</b>
<b>EMPLOYER</b>
eThekweni Municipality
Head : Supply Chain Management
Municipal Centre, 166 KE Masinga Road, Durban
Date : 19 September 2018



Provision of an online digital publishing platform that can swiftly convert print ready documents to flipview	<b>7K -102</b>
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**PROCUREMENT DOCUMENT (GOODS / SERVICES)**

Section	Index	Page
1	General Information	3
2	Conditions of Tender (Goods Services) : July 2015)	5
3	Special / Additional Conditions of Tender	16
4	Returnable Bid / Tender Documents	18
	! Authority of Signatory	18
	! Declaration of Municipal Fees	19
	! Consolidated Municipal Bidding Documents	21
5	General Conditions of Contract (NT Circular 52 : July 2010)	29
6	Special / Additional Conditions of Contract	40
7	Scope and Specification of Required Supply / Services	44
	! Scope of Supply / Services	
	! Specifications	
	! Drawings	
8	Schedule of Rates	50
9	Office Bid / Tender Form	51



Provision of an online digital publishing platform that can swiftly convert print ready documents to flipview	<b>7K-102</b>
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**SECTION 1: GENERAL INFORMATION**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE eTHEKWINI MUNICIPALITY</b>	
Bid Number	: <b>7K-102</b>
Description	: <b>Provision of an online digital publishing platform that can swiftly convert print ready documents to flipview</b>
Closing Date / Time	: 26/09/2018 at 11:00

In terms of eThekweni Municipality's Procurement Policy a **NON-REFUNDABLE TENDER CHARGE** for bid / tender documents has been implemented. Bids / Tenders received from tenderers who have not paid the prescribed tender charge will not be considered.

The following forms of payment will be acceptable:-

- (1) Cash; or
- (2) Bank Deposits

**BANKING DETAILS**

Name of Banking Institution	: Nedbank
Branch	: Newtown Junction - Johannesburg
Branch Code	: 198765
Name of Account Holder	: City Engineers
Current Account Number	: 110 782 1185

Should a bank deposit be made, a copy of the deposit slip as proof of payment must be faxed to (031)3117718 for the urgent attention of the Contracts Administrator. Once proof of payment has been received the tender document will be released. Alternatively the deposit slip could be sent with the Courier who is collecting the tender document on behalf of the company.

**Note:** - Any company requiring a courier service will bear the cost for the service as well as have deposited the relevant tender charge into the Municipality's account prior to the Courier collecting a document.

Sealed Bids / Tenders, addressed to the City Manager and marked with the Bid / Tender Number, are to be placed in the Tender Box located on the ground floor foyer of the Engineering Unit Building, 166 KE Masinga Road (Old Fort Rd), Durban (and not any other municipal department).

The bid box is open weekdays (except Public Holidays) from 08:00 to 12:30 and 13:15 to 15:15.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. All bids must be submitted on the official bid documentation issued by the eThekweni Municipality.

Please note that the Municipality will consider a bid submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that bid. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

Please note that the Municipality is seeking bids from potential suppliers only, and makes no representation or promise in relation to procuring work from a supplier or suppliers.

The Municipality will not be responsible for any cost associated with preparing and submitting a quotation. The successful bidder will be required to fill in and sign a written Contract Form (MBD 7)

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2011, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

Targeted Procurement Registration Documents available on website: - [www.durban.gov.za](http://www.durban.gov.za)

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



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**7K -102**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(Failure to do so may result in your bid being disqualified)**

Name of Bidder	:												
Postal Address	:												
Street Address	:												
E-Mail Address	:												
Telephone Number	:				-				-				
Cell Phone Number	:				-				-				
Facsimile Number	:				-				-				

		Applicable		
Is your entity registered on the eThekweni Municipality's Supplier Database		Yes / No		
If Yes insert your PR Number :- PR				
Is your entity VAT registered?		Yes / No		
! If Yes insert VAT Registration Number :-				
Has an original and valid Tax Clearance Certificate been attached? (MBD 2).		Yes / No		
Has a Declaration of Interest been submitted? (MBD 4).		Yes / No		
Has a B-BBEE Status Level Verification Certificate been submitted? (MBD 6.1)		Yes / No		
If Yes, who was the certificate Issued by?	! An accounting officer as contemplated in the Close Corporation Act			
	! A verification agency accredited by the South African National Accreditation System? (SANAS).			
	! A registered auditor.			
	! Sown Affidavit.			
Has a Declaration of Bidder's Past SCM Practices been submitted?		Yes / No		
Has a Certificate of Independent Bid Determination been submitted? (MBD 9).		Yes /No		
Are you the accredited representative in South Africa for the goods / services / works offered? If Yes, enclose proof.		Yes / No		

Signature of Bidder	:		Date	:	
Name / Surname	:	(in block capitals)			
Capacity under which this bid is signed	:				



## **SECTION 2: CONDITIONS OF TENDER – (GOODS / SERVICES: JULY 2015)**

### **INDEX**

1. **DEFINITIONS**
  2. **CONDITIONS OF TENDER / CONTRACT**
  3. **BID INFORMATION**
    - (1) General
    - (2) Non-Refundable Bid Charge
    - (3) Queries Relating to this Bid
    - (4) Briefing Session (Clarification Meeting)
    - (5) Closing Date and Delivery of Bid Submissions
    - (6) Bid Validity and Withdrawal of Bids
  4. **RETURNABLE SCHEDULES, FORMS, CERTIFICATES**
    - (1) Declaration of Municipal Fees
    - (2) Health and Safety
    - (3) MBD 2: Tax Clearance Certificate
    - (4) MBD 4: Declaration of Interest
    - (5) MBD 5: Declaration for Procurement Above R10 Million
    - (6) MDB 6.1: Preference Points Claim
    - (7) MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
    - (8) MBD 9: Certificate of Independent Bid Determination
    - (9) CSD: Attach valid proof of registration
    - (10) Official Bid Form
  5. **INFORMATION TO BE SUPPLIED RE SUB-CONTRACTORS**
  6. **SAMPLES**
  7. **MANUFACTURERS**
  8. **CLARIFICATION**
  9. **PRICING**
  10. **ESTIMATED QUANTITIES**
  11. **DELIVERY, RISK, PACKAGES, ETC**
  12. **RATES OF EXCHANGE**
  13. **IMPORT PERMITS**
  14. **EVALUATION PROCESS**
  15. **BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**
  16. **NEGOTIATIONS WITH PREFERRED BIDDERS**
  17. **ACCEPTANCE OF BID**
  18. **PAYMENT and FACTORING**
  19. **APPEAL PROCESS**
- SPECIAL / ADDITIONAL CONDITIONS OF TENDER**



## STANDARD CONDITIONS OF TENDER (GOODS / SERVICES)

### 1. DEFINITIONS

1.	General	:	(a)	Defined words / phrases are printed in Italic font.				
			(b)	Definitions apply to the singular as well as the plural.				
			(c)	Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.				
			(d)	The words "bid" and "tender", and "bidder" and "tenderer" can be used interchangeably.				
			(e)	All definitions as defined in the <b>General Conditions of Contract</b> are applicable to these <b>Standard Conditions of Tender</b> . These definitions include :-				
			!	"Closing Time"	!	"Contract"	!	"Contract Price"
			!	"Corrupt Practice"	!	"Countervailing Duties"	!	"Country of Origin"
			!	"Day"	!	"Delivery"	!	"Delivery Ex Stock"
			!	"Delivery into consignees store or to his site"	!	"Dumping"	!	"Force Majeure"
			!	"Goods"	!	"Fraudulent Practice"	!	"GCC"
			!	"Manufacture"	!	"Imported Content"	!	"Local Content"
			!	"Purchase"	!	"Order"	!	"Project Site"
			!	"Services"	!	"Republic"	!	"SCC"
			!	"Turnkey"	!	"Supplier"	!	"Tort"
					!	"Written" or "In Writing"		
	Bid	:	The offer submitted in respect of an invitation to submit such an offer (also tender).					
	Bidder	:	An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a <i>bid</i> (also tenderer).					
	Municipality	:	The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.					
	Material	:	A material deviation or qualification is one which, in the <i>Municipality's</i> opinion, would.					
	Deviation	:	(a)	a) Detrimentially affect the scope, quality, or performance of the services or supply identified in the Scope;				
(b)			Significantly change the <i>Municipality's</i> or the <i>Bidder's</i> risks and responsibilities under the contract; or					
(c)			Affect the competitive position of other <i>Bidders</i> presenting responsive <i>bids</i> , if it were to be rectified.					
	SCT	:	The Special Conditions of Tender.					
	Week	:	A period of seven (7) consecutive <i>days</i> .					



## 2. CONDITIONS OF TENDER / CONTRACT

The specification will be governed by the **Standard Conditions of Tender** (Goods and Services), **Special Conditions of Tender (SCT)**, **General Conditions of Contract (GCC)** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the **Special Conditions of Contract (SCC)**, and the **Occupational Health and Safety Act** (Act No. 85 of 1993).

### Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *bid*, every *Bidder* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *bid*, which are in conflict with the **General Conditions of Contract** and **Special Conditions of Contract**. *Bidders* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *bids* liable to disqualification.

## 3. BID INFORMATION

### (1) General

- (a) *Bids* will be liable for rejection unless made out on the official bidding documentation.
- (b) Any alterations effected upon any of the bidding documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Bidder*. **The use of correction fluid is not permitted.**
- (c) *Bidders* may submit alternative solutions that, in the *Bidder's* opinion, are to the *Municipality's* advantage economically and technically. Full technical details of these alternative *bids(s)* shall be submitted with the bidding documents. Alternative *bid(s)* shall be submitted separately.

### (2) Non-Refundable Bid Charge

The Non-Refundable Tender Charge paid for this bidding document is relevant only for this *bid*. The *Bidder* who purchases this bidding document, is the only *Bidder* who will be allowed to submit a *bid* for this contract, i.e., no other *Bidder* will be allowed to use this bidding document to submit a *bid*, be it the original or a photocopied specimen. Should this occur, all who are party to this will not be considered in the adjudication process.

### (3) Queries Relating to this Bid

Queries can be directed to the person / Department as stated in the SCT.

### (4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the SCT.

Failure to attend a compulsory briefing session will invalidate the *bid*. *Bidders* must sign the attendance list in the name of the bidding entity. *Bids* will only be evaluated from those bidding entities appearing on the attendance list.

### (5) Closing Date and Delivery of Bid Submissions

Sealed *bids* made out on the enclosed Official Bid Form, which shall be signed by or on behalf of the *Bidder*, and addressed to the Head: Supply Chain Management Unit, marked with the appropriate Bid / Tender number, must be placed **in the Tender Box provided in the Foyer, Ground Floor, Engineering Unit Building, 166 KE Masinga Road, Durban**, not later than the time and date stated in the SCT, where after they will be opened publicly.

All bidding documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *bids* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.





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Any *bid* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Bidder*.

(6) **Bid Validity and Withdrawal of Bids**

*Bids* must hold good until 16:00 on the Friday of the 12th week following the Friday on which *bids* are opened, or during such other period as may be specified. The *Municipality* may, during the period for which *bids* are to remain open for acceptance, authorize a *Bidder* to withdraw their *bid* in whole or in part on condition that the *Bidder* pays to the *Municipality* on demand, a sum of one thousand Rand (R1, 000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

4. **RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

Each *Bidder* shall complete fully and accurately the following documents and submit these documents with the *bid*:-

- (a) Authority of Signatory;
- (b) Declaration of Municipal Fees;
- (c) Declaration with respect to the Occupational Health and Safety Act;
- (d) Consolidated Municipal Bidding Documents (which includes):-

	!	MBD 2	:	Tax Clearance Certificate Requirements
	!	MBD 4	:	Declaration of Interest
	!	MBD 5	:	Declaration For Procurement Above R10 Million
	!	MBD 6.1	:	Preference Points Claim Form
	!	MBD 8	:	Declaration of Bidders Past Supply Chain Management Practices Form
	!	MBD 9	:	Certificate of Independent Bid Determination

- (d) Official Bid / Tender Form (see Section 9); and
- (e) Any additional Schedules, Forms, or Certificates as stated in the **SCT**.

(1) **Declaration of Municipal Fees**

Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *bid*.

All *Bidders* must sign the **Declaration of Municipal Fees** returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *bid*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.

(2) **Authority of Signatory**

In terms of Clause 4(9) (c) of the Conditions of Tender.

(3) **Health and Safety**

Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.



(4) **Tax Clearance Certificate (MBD 2)**

Bidders are to include with their *bid* submission a **valid (at time of *bid* closing), original, tax clearance certificate**, which has sufficient validity to ensure that the *bid* process is adequately covered. Non-submission, or submission of a copy of a certificate / an expired certificate, will preclude *Bidders* from the bid process.

(5) **Declaration of Interest (MBD 4)**

All *Bidders* are to sign the **Declaration of Interest** wherein they declare any relationship that may exist with an official of the *Municipality* involved in the evaluation process.

Regulation 44 of the Supply Chain Management Regulations states that a *Municipality* or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the state?
- (b) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the *Municipality* or municipal entity?

Should a contract be awarded and it is subsequently established that Regulation 44 has been breached, the *Municipality* shall have the right to terminate the contract with immediate effect.

(6) **Declaration For Procurement Above R10 Million (MBD 5)**

For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire

(7) **Preference Points Claim (MDB 6.1)**

For the awarding of Preference Points, *Bidders* are required to complete the attached **MBD 6.1** form and return it with their *bid* submission. A valid (original or certified copy) B-BBEE Level of Contribution Certificate must accompany the *bid* submission. No preference evaluation points will be allocated should the certificate be invalid or not submitted.

Any enterprise with an annual Total Revenue of R10 Million or less qualifies as an Exempted Micro-Enterprise. An EME is only required to obtain a sworn affidavit on an annual basis, confirming 1) Annual Total Revenue of R10 million or less; and 2) the Level of Black ownership.

(8) **Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)**

This form 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.

(9) **Certificate of Independent Bid Determination (MBD 9)**

Section 4(1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive bidding or bid rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the bid.

(10) **Official Bid Form**

a) ***Legal Status of Bidder***

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Bid Form, under "Name and Address of Bidder", their full legal status :-



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- the full registered name of the company making a *bid*; or
- if the *Bidder* is a person conducting business under a recognised trading name then:
  - State the name of the person(s);
  - State recognised trading name (eg. Trading as ); and
  - State whether an owner, co-owner, proprietor, etc.

**b) Signing of Official Bid Form**

Failure of a *Bidder* to complete, in its entirety, and sign the Official Bid Form will invalidate the *bid*.

**c) Authority of Signatory**

*Bidders* are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

**d) Differences or Discrepancies**

Should there be any difference or discrepancy between the prices or price contained in the Official Bid Form and those contained in any covering letter from the Bidder, the prices or price contained in the Official Bid Form shall prevail.

**5. INFORMATION TO BE SUPPLIED RE SUB-CONTRACTORS**

*Bidders* are to state in their *bids*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

**6. MANUFACTURERS**

The names of the manufacturers of the goods or equipment offered must be stated in the *bid*.

*Bidders* who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *bid* document, and must cover the contract period.

**7. CLARIFICATION**

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *bid*. The *Bidder* **must** supply the requested information within the time specified. Failure to comply will render the *bid* non-responsive.

**8. PRICING**

*Bidders* would be precluded from this *bid* if their pricing structure deviates from the Official Bid Form.

**Nett Prices**

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

**Unit Prices**

*Bidders* shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the **Conditions of Contract**.



**Firm Bids**

These prices will be firm for the duration of contract.

**Value Added Tax (V.A.T)**

Prices exclusive and inclusive of VAT must be stated separately on the Official Bid Form.

**Non VAT Vendors**

Notwithstanding anything contained in Clause 67 (1) of the VAT Act (Act 1991) Non VAT Vendors will not be paid any additional sums for VAT should they register subsequent to the award.

9. **ESTIMATED QUANTITIES**

The estimated quantities are set out in the attached Official Bid Form which forms part of the official bid documents.

The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may be in excess or less than the estimated quantities stated.

10. **DELIVERY, RISK, PACKAGES, ETC**

- (1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.
- (2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the **SCT**.
- (3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.
- (4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *bid*.

11. **RATES OF EXCHANGE**

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *bids* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the *Municipality*. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:-
  - (a) Submit documentary proof of the rate of exchange; and
  - (b) When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.



**12. IMPORT PERMITS**

- (1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- (2) *Bidders* must state whether their *bid* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- (3) In the event of a *bid* being dependent upon the issue of a special import permit, application for such special import permit shall be made by the *Bidder*, unless otherwise provided for in the **SCT**.

**13. EVALUATION PROCESS**

The procedure for evaluation will be in accordance with the *Municipality's* revised Procurement Policy that was adopted by full council on 30 July 2003 and the Participation and Conditions Pertaining to Targeted Procurement (as revised by Council on 09/12/2011), the Preferential Procurement Policy Framework Act (No 5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2011).

Details of additional evaluation criteria, if applicable, are stated in the **SCT**.

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Quality Score as stated in the **SCT**. The evaluation process of responsive *bids* will be as follows:-

- Score each *bid* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points (TEV) in accordance with the following formula

	!	TEV = N <sub>FO</sub> + N <sub>p</sub> where :-	:	N <sub>FO</sub> is the number of evaluation points awarded for the financial offer;
				N <sub>p</sub> is the number of evaluation points awarded for preferences claimed;

- Rank *bids* from the highest number of evaluation points to the lowest.
- Recommend the *Bidder* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Bidder* with the highest number of evaluation points, and recommend the *Bidder* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

**(1) Evaluation Points Awarded for the Financial Offer:-**

The financial offer will be scored using the formula: N<sub>FO</sub> =

Where the value of W is:-

- (a) **90** where the financial value inclusive of VAT of all responsive *bids* received have a value in excess of R 1,000,000; OR  
**80** where the financial value inclusive of VAT of one or more responsive *bids* offers have a value that equals or is less than R 1,000,000;
- (b) **Pm** is the comparative offer of the most favorable comparative offer; and
- (b) **P** is the comparative offer of the *bid* offer under consideration.



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2) **Evaluation points awarded for preference:**

Up to 100 minus W (see (1) above) bid evaluation points will be awarded for preference to *Bidders* who attain the BBEE status level of contributor in accordance with the table below :-

B-BBEE Status Level of Contributor	Number of Points where W = 90	Number of Points where W = 80
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-Compliant Contributor	0	0

A full listing of conditions for the awarding of preference points is found under Clause 11 of the PPPFA Regulations which form part of this document by reference.

14. **BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**

(1) **Bribery**

No *Bidder* shall offer, promise or give to any person or person connected with a *bid* or the awarding of a contract, any gratuity, bonus or discount etc., in connection with the obtaining of a contract.

(2) **Communication, Councilors and Officials**

A *Bidder* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *bid* during the period between the closing date for receipt of *bids* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Bidder* shall not hereby be precluded:-

- (a) At the request of the Head : Supply Chain Management Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (c) From obtaining from the Head : Supply Chain Management Unit, or an authorized representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *bids* or from submitting to the Accounting Officer in writing any communication relating to their *bid* or the award of the contract or a request for leave to withdraw their *bid*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *bid* of the *Bidder* concerned.



15. **NEGOTIATIONS WITH PREFERRED BIDDERS**

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive bidding process as preferred *Bidders*, provided that such negotiation :-
  - Does not allow any preferred *Bidder* a second or unfair opportunity;
  - Is not to the detriment of any other *Bidder*; and
  - Does not lead to a higher price than the *bid* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

16. **ACCEPTANCE OF BID**

- (1) The *Municipality* does not bind itself to accept the lowest or any *bid*, and reserves the right to accept the whole or any part of a *bid* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *bid* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Bidder(s)* shall be bound to provide any quantities stipulated in the specification. Bids will only be accepted on condition that:-
- (5) The *bid* is signed by a person authorised to sign on behalf of the *Bidder*.
- (6) A valid (at time of close of bids), original, Tax Clearance Certificate is included with the *bid* submission, which has sufficient validity to ensure the process is adequately covered;
- (7) A *Bidder* who submitted their *bid* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *bid*.

**Financial Standing**

The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.

**Change of Ownership or Major Policy**

Where it is known to a *Bidder* that a change in ownership or major policy (of the bidding entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *bid*.

**Purchase of Goods From Other Sources**

Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.

**Capability and Breach of Contract**

Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.



17. **PAYMENT AND FACTORING**

Payment will be as per the **Conditions of Contract**.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

18. **APPEAL PROCESS**

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*.

*Bidders* are advised that the following is the appeal process, and in dealing with these appeals the Municipal Manager shall follow the following procedure:

- (1) The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention Mr. T. Seimela, P.O. Box 1014, Durban, 4000; Facsimile:(031) 311-3261.
- (2) A copy of the appeal will be forwarded to the Chairperson of the Bid Adjudication Committee, who must provide a response in writing within seven days.
- (3) In the event that there are allegations made against third parties, they will also be given an opportunity to respond to the allegations within seven days.
- (4) These responses will then be sent to the appellant for a reply within five days.
- (5) The appeal will be considered on these written submissions, unless the appeal authority is of the view that there is a need for oral submissions, in which case, the appellant will be notified of the date, place and time of such hearing.
- (6) The Appeal Authority will consider the appeal and may confirm, vary or revoke the decision of the Committee, but not such variation or revocation of a decision may detract from any rights that may have accrued as a result of the decision.
- (7) The Appeal Authority must commence with the appeal within six weeks and decide the appeal within reasonable period.

19. **CONDITIONS OF SALES**

The conditions of this enquiry will prevail over the tenderers sales conditions.





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### **SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER**

The **Standard Conditions of Tender** (Goods / Services) make several references to the **Special Conditions of Tender** (SCT) for details that apply specifically to this tender. The **Special Conditions of Tender** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the

#### **Standard Conditions of Tender.**

Each item below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.  
SCT 3(3)

#### **BID INFORMATION: QUERIES RELATING TO THIS BID**

General and Contractual Queries are to be directed to:-

- Zama Phakathi
- 031 311 7482
- [Samukelisiwe.phakathi@durban.gov.za](mailto:Samukelisiwe.phakathi@durban.gov.za)

Technical Queries are to be directed to:-

- Siphokazi Mxinwa
- 031 311 4809
- [siphokazi.mxinwa@durban.gov.za](mailto:siphokazi.mxinwa@durban.gov.za)

#### SCT 3(4) **BID INFORMATION: BRIEFING SESSION**

No Briefing session

#### SCT 3(5) **BID INFORMATION: CLOSING DATE AND DELIVERY OF TENDER SUBMISSIONS**

Sealed Tenders, addressed to the City Manager and marked with the Contract / Enquiry Number, are to be placed in the Tender Box located on the ground floor foyer of the Materials Management Building, Durban (and not any other municipal department), no later than:26/09/2018 at 11:00

#### SCT 4 **RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

The additional returnable schedules, forms, certificates are:-

- Company Profile
- Portfolio of Evidence
- Schedule of Experience

#### SCT11 (2) **DELIVERY, RISK, PACKAGES**

- a) Unless otherwise provided, all goods are to be supplied only against the official form of order issued by the Municipality.
- b) The risk in all goods purchased by the Municipality under the contract shall remain with the contractor until such goods shall have been duly delivered.
- c) Bidders shall quote a unit price which shall include delivery to specified delivery point within the eThekweni Municipal area.
- d) Bidders shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the Bid.



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12 **EVALUATION CRITERIA**

Evaluation will be based on the most responsive tender to specification. ie all items tendered on must comply with the relevant technical specification.

Responsive tenders will be evaluated utilising the 80/20 system, where a maximum of 80 points will be awarded for tendered price, and a maximum of 20 will be awarded for procurement empowerment points.

Bidders should include samples or links to previous work similar to the above and contactable references of previous engagements.

Service providers must be registered on CSD and eThekweni vendor portal.

**ADDITIONAL CONDITIONS OF TENDER**

ACT1. **PRICES AND DELIVERY**

- (a) Tenderers shall quote a unit price for each inclusive of VAT which shall include as specified and set out in the attached Official Tender Form.
- (b) Tenders would be precluded should their pricing structure deviate from the tender document.
- (c) The cost of goods must include cost of items, packaging, delivery cost to venue.



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**SCHEDULE OF EXPERIENCE**

The following is a statement of work of **similar** nature recently successfully executed by myself / ourselves.

Name of Company where work was done	Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of Vat)	Date Work was done
	Name : _____ Tel : _____			
	Name : _____ Tel : _____			
	Name : _____ Tel : _____			

Name and Telephone No. Must be provided for Contact person (above)

**NAME AND ADDRESS OF TENDERER**

		_____ <b>SIGNATURE</b>
<b>TELEPHONE NUMBER</b>	:	<b>NAME OF SIGNATORY IN BLOCK LETTERS</b>
<b>FAX NUMBER</b>	:	
<b>DATE</b>	:	<b>CAPACITY :</b>



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**SECTION 4: RETURNABLE TENDER DOCUMENTS**

The required returnable documents are as detailed in Section 2 (Clause 4): Returnable Schedules, Forms, and Certificates of the Conditions of Tender / Special Conditions of Tender.

The Official Bid / Tender Form can be found in Section 9: Bid / Tender Form, and any additional schedules, forms, certificates will be found in Section 10: Annexures.

(a) **AUTHORITY OF SIGNATORY**

Reference is made to the Conditions of Tender: Clause 4(9) (c).  
Indicate the status of the tenderer by ticking the appropriate box hereunder.

Company		Close Corporation		Partnership		Joint Venture		Sole Proprietor	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as :- .....

Hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

to sign all documents in connection with the tender for Contract No. 1A 30405 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**Notes**

The following documents must be attached to the back inside cover to this procurement document:-

If a Company	:	a "Resolution of the Board" in this regard.
If a Joint Venture	:	a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint Venture.



(b) **DECLARATION OF MUNICIPAL FEES**

I, the undersigned, do hereby declare that the Municipal fees of:-

..... (full name of Company / Close Corporation / Partnership / Sole Proprietary / Joint Venture)

(Hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:-

Account	Account Number (to be completed by tenderer)											
Consolidated Account No.												
Electricity												
Water												
Rates												
Other												
Other												

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. **ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the Municipality.**

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

Name	:	(Block Capitals)											
Signature	:	(of person authorised to sign on behalf of the Tenderer)						Date	:				



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(c) **DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT**

**Definitions**

The Act: the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

**Declaration by Tenderer / Bidder**

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act, and accept that my bid / tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

Name	:	(Block Capitals)		
Signature	:	(of person authorised to sign on behalf of the Tenderer)	Date	:



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(d) **CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS**

The following SECTIONS are required to be completed as part of this procurement document		
Section	Description	Required?
A	General Enterprise Information	Yes
B	MBD 2 : Tax Clearance Certificate Requirements	Yes
C	MBD 4 : Declaration of Interest	Yes
D	MBD 5 : Declaration of Procurement above R10 Million	Yes
E	MBD 6.1 : Preference Points Claim Form ITO the Preferential Regulations	Yes
F	MBD 8 : Declaration of Bidder's Past SCM Practices	Yes
G	MBD 9 : Certificate of Independent Bid Determination	Yes
H	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	Yes

**NOTES**

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 enterprise;
  - (c) an official of any municipality or municipal enterprise;
  - (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise; 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. Includes price quotations, advertised competitive bids, limited bids and proposals.
4. 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.



Ref.	Description	Complete or Circle Applicable																																								
Section A : General Enterprise Information																																										
1.0	Full Name of Bidder or His or Her Representative																																									
1.1	ID Number of Bidder or His or Her Representative																																									
1.2	Position Occupied in the Enterprise																																									
2.0	Name of Enterprise																																									
2.1	Tax Reference Number, If Any																																									
2.2	VAT Registration Number, If Any																																									
2.3	CIDB Registration Number, If Any																																									
2.4	Company Registration Number, If Applicable																																									
2.5	Close Corporation Number, If Applicable																																									
2.6	Supplier Reference Number (PR), If Any																																									
3.0	<p>The names of all directors, trustees, shareholders, partners, sole proprietors, partners, partnerships, their individual identities and state employees must be indicated below in the case of a joint venture, information in respect of each partner in the enterprise must be completed and submitted</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 15%;">Full Name</th> <th style="width: 15%;">Identity No.</th> <th style="width: 15%;">State Employee No.</th> <th style="width: 15%;">Personal income tax No. *</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Full Name	Identity No.	State Employee No.	Personal income tax No. *																																				
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Use additional pages if necessary																																										





**SECTION B : MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1.0	In order to meet this requirement bidders are required to complete the TCC 001: "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2.0	SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3.0	The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4.0	In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5.0	Copies of the TCC 001: "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
6.0	Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision taxpayers will need to register with SARS as eFilers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .

Attach a Tax Clearance Certificate to the inside back cover of this procurement document.



**SECTION C : DECLARATION OF INTEREST**

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

1.0	Are you presently in the service of the state? If yes, furnish particulars :-	Yes	No
2.0	Have you been in the service of the state for the past twelve months? If yes, furnish particulars :-	Yes	No
3.0	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? If yes, furnish particulars :-	Yes	No
4.0	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? If yes, furnish particulars :-	Yes	No
5.0	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars :-	Yes	No
6.0	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars :-	Yes	No
7.0	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? If yes, furnish particulars :-	Yes	No
8.0	The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in SECTION A.	Yes	No



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**SECTION D : MBD 5 : 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.

<p>1.0 Are you by law required to prepare annual financial statements for auditing?</p> <p>If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.</p>	YES	NO
<p>2.0 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?</p> <p>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.</p> <p>If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).</p>	YES	NO
<p>3.0 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?</p> <p>If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).</p>	YES	NO
<p>4.0 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?</p> <p>If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).</p>	YES	NO



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**SECTION E : MBD 6.1 : PREFERENCE POINTS CLIM ITO THE PREFERENTIAL REGULATIONS**

Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (2011). Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or, if an EME, a sworn affidavit confirming; (a) Annual Total Revenue of R10 million or less; and (b) Level of Black ownership or an Accounting Officer as contemplated in the Close Corporate Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**Declaration**

1.0	B-BBEE Status Level of Contribution claimed :-			
	Will any portion of the contract be sub-contracted?		Yes	No
	If yes, indicate :-			
	(i)	what percentage of the contract will be subcontracted?		
	(ii)	the name of the sub-contractor? Name :-		
	(iii)	the B-BBEE Status Level of the Sub-Contractor?		
	(iv)	whether the sub-contractor is an EME?	Yes	No

The undersigned, certify that the B-BBEE Status Level of Contribution indicated in Paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 13 of the Preferential Procurement Regulations (2011) shall apply.

Attach a B-BBEE Verification Certificate to the inside back cover of this procurement document



**SECTION F : MBD 8 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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.

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

- (a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- (b) been convicted for fraud or corruption during the past five years;
- (c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- (d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004). In order to give effect to the above, the following questions must be answered.

1.0	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?	Yes	No
	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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.  If yes, furnish particulars :-	Yes	No
2.0	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.  If yes, furnish particulars :-	Yes	No
3.0	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?  If yes, furnish particulars :-	Yes	No
4.0	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?  If yes, furnish particulars :-	Yes	No
5.0	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?  If yes, furnish particulars :-	Yes	No



<b>SECTION G : MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>	
Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). <sup>2</sup> Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.	
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.
The following 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.	
In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect :-	
1.0	I have read and I understand the contents of this Certificate;
2.0	I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3.0	I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4.0	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;
5.0	For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who :-
	! has been requested to submit a bid in response to this bid invitation;
	! could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
	! provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6.0	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium <sup>3</sup> will not be construed as collusive bidding. (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.
7.0	In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
	! prices;
	! geographical area where product or service will be rendered (market allocation);
	! methods, factors or formulas used to calculate prices;
	! the intention or decision to submit or not to submit, a bid;
	! the submission of a bid which does not meet the specifications and conditions of the bid;
	! bidding with the intention not to win the bid
8.0	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.
9.0	The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10.0	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.



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SECTION H : CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS AND SIGNATURES							
	The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise :-						
1.0	Confirms that the contents of these Consolidated MBD returnable questionnaires ( comprising 8 pages) are within my personal knowledge and are to the best of my belief both true and correct;						
2.0	Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;						
3.0	Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;						
4.0	Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;						
5.0	Certify that the B-BBEE status level of contribution indicated in Section E: Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 13 of the Preferential Procurement Regulations (2011) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;						
6.0	Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.						
	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Signed</td> <td style="width: 50%;">Date</td> </tr> <tr> <td colspan="2" style="height: 20px;"> </td> </tr> <tr> <td>Name</td> <td>Position</td> </tr> </table>	Signed	Date			Name	Position
Signed	Date						
Name	Position						



**SECTION 5: CONDITIONS OF CONTRACT**

**GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (JULY 2010)**

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled “Government Procurement : General Conditions of Contract (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

**TABLE OF CLAUSES**

1. Definitions .....	32
2. Application .....	33
3. General .....	33
4. Standards.....	33
5. Use of contract documents and information inspection .....	34
6. Patent Rights .....	34
7. Performance security .....	34
8. Inspections, tests and analyses .....	34
9. Packing .....	35
10. Delivery and documents .....	35
11. Insurance .....	35
12. Transportation.....	35
13. Incidental Services .....	36
14. Spare parts .....	36
15. Warranty .....	36
16. Payment .....	37
17. Prices .....	37
18. Variation orders .....	37
19. Assignment .....	37
20. Subcontracts .....	37
21. Delays in the supplier's performance .....	37
22. Penalties .....	38
23. Termination for default .....	38
24. Anti-dumping and countervailing duties and rights .....	39
25. Force Majeure .....	39
26. Termination for insolvency .....	39
27. Settlement of Disputes .....	39
28. Limitation of Liability .....	40
29. Governing language .....	40
30. Applicable law .....	40
31. Notices .....	40
32. Taxes and duties .....	40
33. Transfer of contracts .....	40
34. Amendments of contracts .....	41
35. Prohibition of restrictive practices .....	41





1. **Definitions**

The following terms shall be interpreted as indicated:

- “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- “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.
- “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- “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.
- "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- “Day” means calendar day.
- “Delivery” means delivery in compliance of the conditions of the contract or order.
- “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- "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.
- "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.
- “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.
- “GCC” means the General Conditions of Contract.
- “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.



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- “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.
- “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- “Project site,” where applicable, means the place indicated in bidding documents.
- “Purchaser” means the organization purchasing the goods.
- “Republic” means the Republic of South Africa.
- “SCC” means the Special Conditions of Contract.
- “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.
- “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- “Tort” means in breach of contract.
- “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.

“Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

## 2. Application

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



3. **General**

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

4. **Standards**

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

5. **Use of Contract Documents and Information Inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. **Patent Rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. **Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.



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

8. **Inspections, Tests and Analyses**

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

9. **Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and Documents**

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



11. **Insurance**

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

12. **Transportation**

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

13. **Incidental Services**

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

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

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

14. **Spare Parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
- (c) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (d) 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.

18. **Variation Orders**

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

19. **Assignment**

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

20. **Subcontracts**

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

21. **Delays in the Supplier's Performance**

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



- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. **Penalties**

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

23. **Termination for Default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (e) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.



- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information :-
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

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

29. **Governing Language**

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

30. **Applicable Law**

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

31. **Notices**

- 31.1 Every written acceptance of a 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.



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7K -102

## **SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT**

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

SCC 9.2      **PACKING**

There to conform to packaging clauses in the specification.

SCC 10.1     **DELIVERY AND DOCUMENTS**

Goods are to be delivered within the delivery period and will be made directly to the venue.

SCC 16.1     **PAYMENT**

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

SCC 17        **PRICES**

Prices are fixed for the duration of the contract as specified on the Official Bid / Tender Form

SCC 21.1     **DELAYS IN THE SUPPLIER'S PERFORMANCE**



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**ADDITIONAL CONDITIONS OF CONTRACT**

ACC1 **QUALITY OF PRODUCTS**

**No inferior products will be accepted under this enquiry.**

Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days the Municipality reserves the right to cancel the contract after serving one month's notice in writing to the supplier involved. Should such notice be given the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

ACC2 **SATISFACTORY PERFORMANCE**

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person including supervisory staff employed by the supplier who in the opinion of the Municipality misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

ACC3 **OCCUPATIONAL INJURIES AND DISEASES ACT**

This act replaces the Workmen's Compensation Act :-

**The supplier shall before commencement of work Treasury: Finance that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act.** The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

ACC4 **DAMAGE TO PERSONS AND PROPERTY**

The supplier **shall** indemnify and keep indemnified the Council against any claim for death injury damage or loss to any person or property whatsoever in respect there of or in relation thereto.

ACC5 **DELIVERY**

Deliveries are to be made directly to EtheKwini Municipality.

1. Tenderers found to be in breach of contract will forfeit the performance guarantee.



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**SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES**

**1. SCOPE OF CONTRACT**

The eThekweni Municipality’s Communications Unit invites eligible and accredited service providers to submit written quotations for the following services:

Provision of an online digital publishing platform that can swiftly convert print ready newsletters/reports/policies/brochures/flyers/etc, into electronic version that can:

1. Create a realistic page flipping digital publications of about 100+ Municipal reports, newsletters, flyers, etc
2. Track usage analytics per digital document
3. Integrate audio visual functionality within documents
4. Distribute and integrate content to various social media platforms, other websites and email
5. Provide search functionality across all publications.

Bidders should include samples or links to previous work similar to the above and contactable references of previous engagements.

**SECTION 8: SCHEDULE OF RATES**

<b>Item</b>	<b>Description</b>	<b>UNIT Price Excluding VAT</b>	<b>VAT</b>	<b>UNIT Price Including VAT</b>
<b>1</b>	<b>Online digital publishing platform</b>			



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**SECTION 9: OFFICIAL BID / TENDER FORM**

In response to **Contract / Enquiry Number 7K-102** I/we hereby offer to supply the goods/services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Enquiry (with which I/we acknowledge myself/ourselves to be fully acquainted) at the individual rates which are indicated in Section 8: Bill Of Quantities / Schedule of Rates / Activities.

The documents listed in the INDEX of this bid document shall be deemed to form and be read and construed as part of this agreement.

QUOTATION PRICE EXCLUSIVE OF VAT	VAT AMOUNT	QUOTATION PRICE INCLUSIVE OF VAT
R	R	R

**AMOUNT IN WORDS IN WORDS-----**

I / We confirm that I / we have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I / we accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own / our own risk.

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

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

I / We confirm that I / we am / are duly authorised to sign this contract.

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the [Conditions of Tender](#) or during such other period as may be specified in the Special Conditions of Tender.

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

<b>* Signature</b> :	_____	<b>* Name</b> (in capitals) :	_____
<b>Date :</b>	_____	<b>Capacity :</b>	_____
<b>* Name of Business :</b>	_____	<b>Tel :</b>	_____
<b>Address :</b>	_____	<b>Fax :</b>	_____

\* Denotes Mandatory Information

**Failure to complete the Mandatory Information and sign this Bid / Tender Form will invalidate the bid / tender**