



UMLALAZI MUNICIPALITY

TENDER NO.: KZN ULM 17/26/27

RE-ADVERTISEMENT

TENDER DOCUMENT FOR:

**THREE YEAR CONTRACT - PROVISION OF OFF-SITE STORAGE FACILITY
AND MANAGEMENT OF RECORDS FOR UMLALAZI MUNICIPALITY**

CLOSING DATE: 26 NOVEMBER 2026 AT 12:00

COMPILED BY: Corporate Services P O BOX 37 Butcher Street, 3815	SCM OFFICES ADDRESS KV Challenor Street (Industrial Areas) ESHOWE, 3815
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SERVICE PROVIDER'S DETAILS:

NAME OF SERVICE PROVIDER	
CONTACT PERSON	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
PHYSICAL ADDRESS	
POSTAL ADDRESS	

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1. NOTICE



UMLALAZI MUNICIPALITY

INVITATION FOR THE SUBMISSION OF TENDERS

RE-ADVERTISEMENT

Tenderers are hereby invited in terms of Section 112 of the Local Government: Municipal Finance Management Act 56 of 2003 read with uMlalazi Supply Chain Management Policy to undertake the following:-

TENDER DESCRIPTION	TENDER NUMBER	CLOSING DATE AND TIME	FUNCTIONALITY
Three Year Contract - Provision of Off-Site Storage Facility and Management of Records for Umlalazi Municipality	KZN ULM 17/26/27	26 November 2026 at 11 KV Challenor Street, Eshowe at 12h00	• Experience of bidder = 30 • Key personnel = 30 • Proof of plant and equipment = 20

ELIGIBILITY TO TENDER: Companies registered with National Archives and Records Services of South Africa (NARSSA) to submit tenders.

Sealed tenders endorsed **tender number and description** must reach the Municipal Manager, uMlalazi Municipality, and must be hand delivered and placed in the Tender Box at the Municipal Buildings, KV Challenor Street, Eshowe by no later than 12h00 on the above stipulated dates.

This tender will be evaluated based on returnable documents, functionality and price where 80/20 point system as per stipulated specific goals of this tender in terms of Preferential Procurement Regulations, 2022.

Specific Goals:

NO.	Categories	Weight	80/20
1.	Ownership Goals:		

	• BBBEE Level 1 • BBBEE Level 2 • BBBEE Level 3 & Below	100% 60% 20%	10 6 2
2.	Reconstruction & Development Programme Goals: • Enterprise Located within uMlalazi Municipality • Enterprise Located within District Municipality • Enterprise Located within the Province	100% 50% 25%	4 2 1
3.	SMME Development (EME and QSE): • an EME or QSE which is at least 100% owned by black people • an EME or QSE which is at least 51% owned by black people • an EME or QSE which is at 25% - 50% owned by black people	100% 50% 25%	4 2 1
4.	Combination of other goals: • an EME or QSE that is 100% owned by : Black (Youth , Women , Disabled People ,Military Veterans), residing within uMlalazi Municipality	100%	2
		100%	20

Registration on the Councils Database is preferred prior to the submission and closing of the tender. It is the responsibility of the Tenderer to ensure that the Data Base registration documents are received by the Supply Chain Management Office. Further information in this regard can be obtained from the Supply Chain Management Unit on 035 – 473 3300 ext. 3445. Tenderers are requested to register on Central Supplier Database (CSD)

Tender documents are available on E-Tenders Portal at no cost. The purchased tender documents must be collected **at the Municipal offices Financial Services Revenue Section, Hutchinson Street, Eshowe on Monday to Fridays from 08:30 to 14:30. Tender Documents will be available from 27 October 2026 up to 24 November 2026 at a non-refundable cost of R1000.00.** EFT payments will be accepted and must be made on or before 16:00 pm on the last day of purchasing tender document. Payment may be deposited to uMlalazi Municipality as per the following banking details; First National Bank; Account Number 52191090523, Branch 220230, use company name as reference. **Proof of payment will required to receive tender document.**

Late tenders, electronic mailed, electronic filling/completing of tender document, computer edited or altered tenders will NOT be accepted. Canvassing in the gift of Municipality is strictly prohibited and will lead to disqualification of tenders. Umlalazi Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole/ part of the bid. For further information or clarities contact Ms. Gina Govender on (035) 473 3307 during normal office hours.

MR. N.N. SHANDU
MUNICIPAL MANAGER
 Display date: 22 October 2026

Definitions

The following terms shall be interpreted as indicated:

- (i) **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- (ii) **“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.
- (iii) **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- (iv) **“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.
- (v) **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (vi) **“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.
- (vii) **“Day”** means calendar day.
- (viii) **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- (ix) **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- (x) **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (xi) **"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.

- (xii) "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable, 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.
- (xiii) "**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.
- (xiv) "**GCC**" means the General Conditions of Contract.
- (xv) "**Goods**" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (xvi) "**Manufacture**" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (xvii) "**Order**" means an official written order issued for the supply of goods or works or the rendering of a service.
- (xviii) "**Project site**," where applicable, means the place indicated in bidding documents.
- (xix) "**Municipality/Council/Client**" means uMlalazi Municipality which is the purchaser of goods or services.
- (xx) "**Purchaser**" means the organization purchasing the goods/ services.
- (xxi) "**Supplier**" means the appointed service provider to supply goods/provide services to municipality.
- (xxii) "**Republic**" means the Republic of South Africa.
- (xxiii) "**SCC**" means the Special Conditions of Contract.
- (xxiv) "**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.

- (xxv) **“Written”** or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- (xxvi) **Certified copy**’ means true and accurate representation of original by an authorized person (Not a copy of a certified copy).
- (xxvii) **“Returnable documents”** refers to listed documents to be submitted together with the bid document including forms to be completed by the bidder.
- (xxviii) **“Returnable Schedule documents”** refers to forms or parts of the bid document within the returnable documents that require to be completed by bidder or stated input from the bidder.

2. INSTRUCTIONS AND CONDITIONS OF TENDER

2.1 ELIGIBILITY TO TENDER

Companies registered with National Archives and Records Services of South Africa (NARSSA) to submit tenders.

2.2 RETURN OF DOCUMENT

The completed and signed set of Tender Documents shall be sealed in an envelope endorsed **“THREE YEAR CONTRACT - PROVISION OF OFF-SITE STORAGE FACILITY AND MANAGEMENT OF RECORDS FOR UMLALAZI MUNICIPALITY”** must reach the Municipal Manager, uMlalazi Municipality, by hand and placed in the Tender Box at the SCM offices, KV Challenor road (industrial Area), by no later than 12:00 pm on the date as per advert where they will be opened in public. NB: Late tenders, telegraphic or facsimile tenders will not be considered.

2.3 COMPLETION OF TENDER DOCUMENT

- 2.3.1** Tender document must duly completed in very manner and all required returnable documentation must be furnished as specified in this bid.
- 2.3.2** Fraudulent practice will result to disqualification of the bid and any further corrective actions that may be required.
- 2.3.3** Forms in this tender document must be completed and signed.
- 2.3.4** All pages allocated signing spaces must be signed.
- 2.3.5** Tenderers will make provision for all machinery, labour, material, equipment and all non-incidentals needed for the execution and completion of the project in accordance with the tender documents.

2.4 AUTHORITY FOR SIGNING

Authority to sign the documents on behalf of the tenderer must be submitted with the tender and remain in force unless replacement submission is made and accepted by the municipality.

2.5 ACCEPTANCE OF TENDERS

- 2.5.1.** The Bidder or a competent authorised representative of the Service Provider who submitted the tender has attended the compulsory briefing meeting (if applicable to this tender).
- 2.5.2.** The tender offer is signed by a person authorised to sign on behalf of the Bidder.

- 2.5.3. A Bidder who submitted a tender as a Joint Venture if accepted in the bid document, must include an acceptable Joint Venture Agreement in this bid.
- 2.5.4. Acceptance of the tender will not guarantee that the programme, methods and other details will be approved. Municipality may consider reviewing such prior entering into a contract agreement.
- 2.5.5. The Municipality does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole part of the bid.
- 2.5.6. The uMlalazi Municipality will not be held responsible for any cost incurred for submitting this tender.
- 2.5.7. Failure to comply with the foregoing instructions may lead to the tender not being considered.
- 2.5.8. When the bid is accepted, the successful tenderer will be informed and the contract negotiated indicating the financial implications and terms of service will be entered into.
- 2.5.9. **In terms of Section 38 of the Supply Chain Management Policy the Municipality reserves the right to reject any Bid:**
 - (i) If any municipal rates and tariffs or municipal service charges owed by that Company owner or any of its directors to the municipality or municipal entity or to any other municipality or municipal entity are in arrears for more than 3 (three) months.
 - (ii) Who in last 5 (five) years has failed to perform satisfactory on a previous contract with the municipality or municipal entity or any other organization of state after written notice was given to that Service Provider that performance was unsatisfactory.
- 2.5.10. Late tenders, electronic mailed and computer edited or altered tenders will **NOT** be accepted.
- 2.5.11. Corrupt practices of any kind such as canvassing in gift of Municipality is strictly prohibited and will lead to disqualification of the bid.
- 2.5.12. Registration on the Councils Database shall be mandatory to the successful bidder. This will apply on final award of this tender.

2.6 LIST OF RETURNABLE DOCUMENTS TO BE SUBMITTED BY TENDERER

Returnable documents instructions:

- (i) Bidders are required to submit all returnable documents listed in this bid on item 2.6 and to take note of each remarks made to weigh compliance with the critical requirements of this bid.
- (ii) All returnable schedule documents must be fully completed and signed.

(iii) Bidders are required sign each page of returnable documents on the space provided as an acknowledgment of requested documentation. (iv) All pages with allocated signatory space on the bottom must be signed. (v) Proof of purchase of tender documents is required from bidders who purchased the tender document directly from municipality only. (vi) Bidders to take note of returnable and schedule documents which applies based on submitted tender price. The following returnable documents are compulsory if the tender price is 10 million or above. a. Audited annual financial statements if offer is above R10 Million b. MBD5 Declaration for procurement above R10 Million (All applicable taxes included)		
Item	Description	Remark
A.	Proof of purchase of tender document (if document was purchased only)	Compulsory if applicable
B.	Valid tax clearance certificate (original) valid as at date of tender closing	Compulsory
C.	Company / CC /Trust / Partnership / Registration certificates and Certified copies of identity document of Directors / Owners / Members / Shareholders, Joint Venture Agreement and Power of Attorney in case of Joint Ventures	Compulsory
D.	Proof of registration with CSD	Compulsory
E.	Rates Clearance Certificate	Compulsory
F.	Proof of Workman's Compensation Registration	Compulsory
G.	Audited annual financial statements if offer is above R10 Million	Compulsory, If Applicable
H.	Certified copy of a valid National Archives and Records Service of South Africa (NARSSA) compliance certificate	Compulsory
I.	Certified copy of a valid Fumigation Certificate	Compulsory
J.	Certified copy of a valid Compliance Certificate from the Municipal Fire Service.	Compulsory
K.	Proof that storage warehouse complies with Security arrangement as required in terms of Private Security Industry Regulation Authority Act. Bidder must provide a certified copy of their security company's PSIRA certificate together with the agreement letter.	Compulsory
L.	Proof of valid Insurance Cover for the storage premises and contents including vehicles.	Compulsory
M.	Certified Copy of a Fire Detection Service Certificate (excluding Carbon dioxide emission for suppression)	Compulsory
RETURNABLE SCHEDULE DOCUMENTS		
N.	Preferential Procurement Points claim from in terms of the preferential procurement regulations 2022	Compulsory
O.	Supporting documents for preferential procurement for goals points (refer to MBD 6.1) table 1	Further evaluation
P.	Declaration of interest	Compulsory
Q.	Declaration of Bidders past Supply Chain Management practices	Compulsory
R.	Certificate of Independent Bid Determination	Compulsory
S.	MBD5 Declaration for procurement above R10 Million (All applicable taxes included)	Compulsory, If Applicable

T.	Agreement in terms of section 37(2) of the occupational health and safety act no 85 of 1993.	For contract purposes
U.	Record of addenda to tender document	Compulsory
V.	Certificate of authority to sign documents	Compulsory
W.	Amendments or qualifications by the tenderer if applicable	Compulsory

2.7. EVALUATION METHOD

- 2.7.1. Eligibility to tender only if it is applicable and specified in the bid.
- 2.7.2. Compliance with completion of tender document as per **item 2.3** in this bid document.
- 2.7.3. Compulsory returnable documents.
- 2.7.4. Functionality (as per criteria on **item 9** in this bid document) if it is applicable to this bid.
- 2.7.5. Price and preferential procurement system as specified in the bid.

2.8. VALIDITY PERIOD

The tender undertakes that bid will be valid for a period of **Ninety (90)** days and that the Tenderer will not retract or change the tender during the period that the uMlalazi Municipality is scrutinizing the acceptance thereof.

2.9. COMPETENCE OF KEY PERSONNEL AND QUALITY

- 2.9.1. To carry out and complete work the Service Provider shall employ only such person as are careful competent and efficient in their various professions.
- 2.9.2. All key personnel presented by the tenderer during bidding stage for evaluation purposes must be maintained or remain unchanged for the duration of the contract “ no substitution without municipality’s written approval will be allowed”
- 2.9.3. Appointed bidder will be required to maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender, this shall be part of the service level agreement.

2.10. LOCATION AND GEOGRAPHICAL SIZE OF THE MUNICIPALITY

The administrative center of uMlalazi Local Municipality (KZN284) (Eshowe) is situated along the north eastern coast of Kwa Zulu Natal, 140km north east of Durban. Umlalazi municipality is located within King Cetshwayo District. Geographically, the municipal area covers 2 217km² and consist of 28 electoral wards with dominance of rural wards, and there are 14 tribal authority areas of which AmaKhosi are custodians thereof on behalf of the Ingonyama Trust Board.

2.11. INSPECTION

The successful tenderer must be acquainted with uMlalazi Municipality area. Service providers must make his own arrangements to familiarize themselves with area of work.

2.12. AMENDMENTS UPWARD OF TENDERED PRICE

2.12.1. Tenders must further note and accept that any variance upward of the prices tendered will not be considered by Municipality as a reason to amend the said tendered price.

2.12.2. Any attempts to invoke an increase in tendered price will render the tender invalid and it will be discarded.

2.13. COST OF TENDER

The Municipality does not hold itself liable for any or all of the costs involved by the tender in compiling a tender. Should a tender withdraw an offer after being given written acceptance thereof all costs of re-advertising will be for that tenderer's account.

2.14. ALTERNATIVE

Should a tenderer wish to submit an alternative, he may do so subject to the tender being submitted additional to and based on the specifications as listed in the tender document. Any letter or documents describing such alternative must be in duplicate.

2.15. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award / process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

2.16. GENERAL TERMS AND CONDITIONS OF THIS BID

2.16.1. Awarding of contract will be subject to the Service Provider's acceptance of offer in writing.

2.16.2. Project personnel requirements will be confirmed during project initiation and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Municipality.

2.16.3. All secretarial services such as arranging meetings, setting of agenda's and minute taking shall be the responsibility of the Service Provider.

2.16.4. No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the uMlalazi Local Municipality except where duly authorized to do so in writing by the uMlalazi Local Municipality.

2.16.5. Use of contract documents and information;

2.16.5.1. The service provider shall not, without the municipality'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.

2.16.5.2. The service provider shall not, without the municipality's prior written consent, make use of any document or information mentioned in **2.16.5.1 above**, except for purposes of performing the contract.

2.16.5.3. Any document, other than the contract itself mentioned in **2.16.5.1 above** shall remain the property of the service provider and shall be returned (all copies) to the municipality on completion of the service provider's performance under the contract if so required by the municipality.

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

2.17. CONTRACT AGREEMENT/SERVICE LEVEL AGREEMENT

2.17.1. The successful Service Provider may sign a Service Level Agreement linked to requirements of the panel if municipality deemed necessary.

2.17.2. Project of Service specific Contract/ Service Level Agreement shall be signed with the Municipality read together with terms of this bid document.

2.17.3. The concluded contract agreement shall include termination for default, settlement and

dispute resolution for this contract and any other imperative conditions of the services to ensure effective delivery of goods/services.

2.17.4. The terms and conditions of this bid document shall form part of contractual document and may be used as evidence in any dispute, read together with service level agreement or in the event of no contract/service level agreement signed.

2.17.5. Draft contract or service level agreement is included in this document for tendering purposes.

3. SCOPE OF WORK AND SPECIFICATIONS OF THIS TENDER

3.1. BACKGROUND

The Municipality intends entering into an agreement with the contractor for the provision of storage facility and the management of documents and records for uMlalazi Municipality.

3.2 CONTRACT OR PROJECT DURATION

The agreed contract period will be for a period of thirty-six (36) months.

3.3 SCOPE OF WORK AND SPECIFICATIONS

- 3.3.1 Service provider to collect, transfer and record the Municipal records from current external storage facility to the new storage facility.
- 3.3.2 Provision of a fully functional processing area for the provision of an Off- Site Storage Facility and Management of Records for uMlalazi Municipality from date of award.
- 3.3.3 Provision of empty boxes (preferably acid free) with Lids (Minimum box side of 430mm x 330mm x 260mm).
- 3.3.4 Collection of Municipal records for storage as and when required.
- 3.3.5 Data entry as and when required.
- 3.3.6 Location handling of records as and when required.
- 3.3.7 Retrieval handling, delivery, collection and return of records.
- 3.3.8 Retrieval handling, scan to email and return handling.
- 3.3.9 Destruction handling and provision of destruction certificate as and when required.
- 3.3.10 Disposal of records to be done with prior approval of Municipality.
- 3.3.11 Submission of regular reporting in terms of all files due for disposal in terms of the National Archive Act.
- 3.3.12 Digitalisation of records.

3.4 EXPECTED DELIVERABLES

- 3.4.1 To provide from the outset clear labelling procedure to be followed by the Municipality for each type of record that is needed to be archived.
- 3.4.2 To provide boxes for storage of records and to collect boxes of records from municipal buildings/sites and relevant premises and deliver to the storage premises within 24 hours of receipt of the request.
- 3.4.3 To undertake/cater for movement of records from the storage facility to municipal Departments/Units or to sites by the Municipality within 24 hours of receipt of the request.
- 3.4.4 To provide for the collection and storage from the outgoing service provider of existing records in excess of ±3000 boxes. The quantity of records changes on a monthly basis.
- 3.4.5 To provide for the retrieval of documentation to the Municipality within 8 office hours to the records department of the municipality unless an emergency retrieval is requested within 1 to 4 hours.
- 3.4.6 To provide for the indexing and cataloguing of records/data to ensure easily access and retrieval of documentation.
- 3.4.7 To provide on monthly basis update documentation to the Records/Archives Officer on all archived material housed in the offsite storage facility.
- 3.4.8 To provide on a quarterly basis a monitoring management report and advising the municipality on any aspects that could compromise the integrity of the archiving.

3.5 REQUIREMENTS OF THE STORAGE FACILITY

- 3.5.1 The Storage Facility is to be located in the area that is close to arterial roads for ease of access.
- 3.5.2 The storage facility must be in such a way that records are protected from perils like: fire, directly sunlight, dust, theft, water, pests, extreme temperature & humidity

- 3.5.3 The storage facility is to be sufficiently ventilated ensuring that the humidity is between 45% & 50% and temperature is between 18°C & 20°C for paper records. Humidity for electronic records should be between 30% & 40% and temperatures between 8°C & 12°C.
- 3.5.4 As far as possible, the walls, floors and roof should be constructed of non-flammable materials, like brick and cement. The doors windows should be equipped with burglar proofing. Both windows and doors should be constructed in such a manner that blocks non unauthorized persons may gain access to the records to cause damage to records. Electrical installation should be installed in such a way as to prevent electrical faults from causing fire.
- 3.5.5 The Storage Facility is to be a stand-alone building in a non-flood prone area.
- 3.5.6 Racking and shelving to be constructed from non-flammable materials to provide additional protection to the records.
- 3.5.7 The storage facility should have reliable infrastructure i.e. telephone network/computer network.
- 3.5.8 The storage facility must be fumigated at regular intervals (at least annually) as required per Regulation.

3.6 STORAGE, COLLECTION AND DELIVERY CAPABILTIES

- 3.6.1 The storage premises must be capable of storing various types of media.
- 3.6.2 The storage premises must have a secure, climate-controlled Data Storage Vault.
- 3.6.3 The vault must be fireproof, dust-free humidity and climate-controlled environment.
- 3.6.4 The vault where digital media is stored must have an independent alarm system that will be activated in the event of an intrusion.
- 3.6.5 All vehicles used to transport digital storage must be temperature controlled and always tracked.
- 3.6.6 All containers, packets and or boxes utilized for storage must be uniquely barcoded.
- 3.6.7 The racking and shelving of coated metal must be lifted above the floor.

3.7 DISASTER PREVENTION

- 3.7.1 All parts of storage facility must have adequate fire detection system that is connected to a central monitoring panel.
- 3.7.2 The storage facility must have alarm to indicate abnormal conditions and problems to take corrective action and to bring the facility back to normal conditions.
- 3.7.3 The storage facility must have adequate automatic fire suppression systems.
- 3.7.4 The storage facility must have portable fire extinguishers.
- 3.7.5 The staff based at the storage facility must be fully trained in the use of the portable extinguishers.
- 3.7.6 Only Carbon dioxide (CO₂) extinguishers should be used.
- 3.7.7 The vault where digital media is stored must have Halon or Carbon Dioxide gas fire prevention cylinders.
- 3.7.8 The vault where digital media is stored must have SABS approved door, ceiling, concrete walls and floor.

3.8 GENERAL SECURITY

- 3.8.1 The storage facility must have 24 hours monitored security.
- 3.8.2 The storage facility must be monitored by CCTV cameras.
- 3.8.3 The storage facility must have authorized access to the facility.
- 3.8.4 The storage facility premises must have secured/functional loading and off-loading equipment and must be tested regularly.
- 3.8.5 All Municipal records and media that is conveyed on a vehicle for transit purposes to the storage facility must be properly secured and enclosed to ensure that the archival material is

protected from the elements of rain, wind, etc and such vehicle should also be fitted with a CO2 fire extinguisher.

3.9 POLICY PROCEDURES & PHYSICAL CARE OF DOCUMENTS

- 3.9.1 The service provider must comply with the Municipality's policy and procedures regarding Records Management.
- 3.9.2 The employees engaged by the Service Provider must be required to sign a confidentiality agreement.
- 3.9.3 The service provider must provide ongoing employee education and awareness regarding the protection of records in the care of the company.
- 3.9.4 The service provider needs to be aware of and comply with the National Archives and Records Services requirements.

3.10 CONFIDENTIALITY OF INFORMATION

- 3.10.1 All documents received and created during the score of this service provider appointment is subjected to the Provincial Archives and Records Services of Kwa-Zulu Natal Act (Act No 43 of 1996 and all other legislation established under the framework of the Republic of South African Constitution, Act 108 of 1996 under which official data, records and documents of uMlalazi Municipality are created and managed.
- 3.10.2 All data, records and documents that is received from uMlalazi Municipality by the service provider for storage purposes is strictly confidential and the information contained therein and shall not be disclosed to any person or body.
- 3.10.3 All staff that are appointed by the service provider to deal with confidential documents of Council needs to be vetted to ensure that confidential information is not compromised.
- 3.10.4 No records/documentation may be removed from any storage folder/device or to be destroyed without the explicit permission of the Senior Manager: Corporate Services.

3.11 STAFF

- 3.11.1 The response must include CVs of key personnel who are being put forward to work on the contract. The CVs included must indicate their role in this project, their skills, experience and expertise in terms of the above section.

3.11 EQUIPMENT AND MACHINERY

- 3.11.1 The Contractor must have the ability to meet the requirements to provide offsite document storage (the storage warehouse, the storage equipment, stationery used, fire prevention and detection system, security and vehicles used to transport the records must be detailed in the proposal.

3.12. MONITORING, REPORTING, REQUIREMENTS AND PERFORMANCEN MANAGEMENT

- 3.12.1 The performance of the Contractor will measure monthly and quarterly.

3.13 PROJECT SITE

- 3.13.1 uMlalazi Municipal Offices (Eshowe, Gingindlovu and Mthunzini)

3.14 OBLIGATIONS AND RESPONSIBILITIES OF THE SERVICE PROVIDER

- 3.14.1 Provide, perform and complete the quality services in a proper, efficient and prompt manner and in accordance with the project specifications and contract requirement in terms of the agreement.
- 3.14.2 To maintain for the duration of the contract all quality presented during bidding process that has materially influenced decision making in awarding of this tender which shall form part of **annexures** on the contract agreement.
- 3.14.3 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.
- 3.14.4 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.
- 3.14.5 The service to adhere to prescribed response time.

3.14.6 To deliver delivery goods/commencement of services as per set time frames below as may be finally agreed on the contract/ service level agreement;

Item No	Activity Description	Duration Unit of measure		Remarks
		Time	Unit	
1	Response to requests	48	Hours	Time of request
2	Delivery of goods	5	Days	From receipt of order

3.14.7 Attended all contract administration meeting scheduled by municipality at service providers costs and must be attended by senior level delegates as indicated in the meeting invitation.

3.14.8 Adhere to all health and safety requirements in accordance with OHSA.

3.14.9 To maintain good standing with South African Revenue Service (tax matters) and Central Supplier Data base (CSD), Compensation for Occupational injuries and Diseases Act (COID) for the duration of the contract.

3.14.10 The Service Provider shall immediately give notice of any circumstances preventing them from completing their obligations in terms of the contract.

3.14.11 Invite responsible Municipal official for inspection and certifying work done prior leaving site or during progress of work as per agreed quality management in the contract.

3.15 MONITORING, REPORTING AND PERFORMANCE MANAGEMENT

3.15.1 This Contract will be monitored on regular basis and performance/ progress report will be required to be submitted as a supporting documents to service provider's invoice where required by municipality.

3.15.2 The Municipality reserves the right to introduce or put in place additional performance measures as and when required, as deemed necessary during contract administration.

3.16 Inspections and testing requirements that may apply.

- (i) Service provider's premises
- (ii) Quality of materials used and any other quality control tests in relation to the supplies/ services

- (iii) Workmanship and compliance with specification of services/goods procured.
- (iv) Project stages/ mile stones as set out in the contract document.

3.17 Monitoring , performance and reporting requirements includes but not limited to:

- (i) Measuring of performance against set performance indicators or specifications of goods/services.
- (ii) Submit, written reports on the project progress report or any supporting documents of service performed/ work done as per the requirements of the contract.
- (iii) Presentation of progress/performance reports during the contract.

3.18 Format of communication

- (i) All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).
- (ii) All plans and contract documents submitted for approval shall be in hardcopy format.

3.19 CONTRACT ADMINISTRATION MEETINGS

- (i) To be able to manage the contract, the Employer and Service Provider will have various meetings, to proactively and jointly manage and minimise adverse risks during execution of the contract. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.
- (ii) Regular meetings of a general nature and special meeting may be convened and chaired by the municipality or *municipality's agent*, number of meetings per month will be determined by Municipality as needed.
- (iii) All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

3.20 OTHER CONTRACT ADMINISTRATION CONDITIONS

3.20.1 Patent rights

3.20.1.1 The service provider shall indemnify the municipality against all third-party claims of infringement of patent, trademark, or industrial design rights arising during rendering of service or from use of the goods or any part thereof by the municipality.

3.20.2 Insurance

3.20.2.1 The goods/ services supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery as per the contract.

3.20.3 Performance security

3.20.3.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the municipality the performance security of the amount of **10%** of the contract value.

3.20.3.2 The proceeds of the performance security shall be payable to the municipality as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract and shall be administered as set out in the contract.

3.20.4 Warranty and guarantee

3.20.4.1 The supplier warrants that the goods supplied under the contract are new, unused. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship.

3.20.5 Inspections, tests and analyses

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

3.20.5.2 If it is a bid condition that supplies/services to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the work site, premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the municipality or an person/organization acting on behalf of the municipality.

3.20.6 Inspections and testing applicable to this provision of goods or services:

Inspection	Frequency	Place
Premises Inspection	As and when required	Service provider's premises

3.20.7 OTHER CONTRACTUAL DOCUMENTATION

N/A

3.20.8 MINIMUM EXPERTISE/ STAFF/ COMPETENCIES/RESOURCES REQUIRED.

3.20.8.1 The Service Provider must have the following minimum resources to effectively provide Services as may be applicable:

Staff/ personnel	Tools of trade/ equipment
Project leader	Vehicle

3.20.8.2 The company must use qualified and experienced personnel to perform the required services.

3.20.8.3 It is a requirement of this contract that qualified and experienced personnel may perform work. Should it be proven that un-qualified personnel are being utilized to perform the work, the Service Provider's contract may be terminated.

3.20.8.4 Notwithstanding the above, Un-qualified personnel may assist the qualified personnel in the repair process.

4. PRICING AND PAYMENT RELATED INSTRUCTIONS/CONDITIONS

4.1 Pricing Instructions

- 4.1.1 The service provider shall be paid a fixed monthly rental subject to an annual escalation equivalent to consumer Price Index (CPIX) but not exceeding 10%.
- 4.1.2 Should the tendered rates/ price exceeds the prescribed rates by applicable regulatory body, the lowest acceptable offer may be negotiated based prescribed fees guidelines. (if applicable).
- 4.1.3 The price must be unconditional.
- 4.1.4 Tenderers to submit tender prices in accordance with the description, requirements and sections as indicated in the tender documents.
- 4.1.5 The Municipality reserves the right to negotiate a reasonable price with the lowest acceptable bid prior final recommendation is made.
- 4.1.6 The offer was accepted as a whole, therefore partly delivered order to the municipality means the service remains the property of the supplier until complete order is delivered
- 4.1.7 The order that is partly delivered to the municipality remain the property of the supplier until complete order is delivered.
- 4.1.8 No part payments will be accepted, failure to complete delivery nullifies the whole contract.
- 4.1.9 Invoice will only be accepted once complete order has been delivered, and the municipality accept no ownership, responsibility, security, what so ever for materials/product/equipment/service etc., that was delivered to the municipality until the delivery is complete.
- 4.1.10 The tenderer must make provision for all machinery labour, material, equipment and all non-incidentals needed for the execution and implementation of the contract in accordance of the tender document.
- 4.1.11 The Pricing Strategy is a re-measurement Contract, meaning scheduled quantities are just estimates or worst case scenario, the actual work will be measured for payments.

4.2 Criteria For Issuing of Purchase Order

- 4.2.1** Purchase order will be issued by municipality as and when the service is required.
- 4.2.2** The municipality will generate and issue works order based on **accepted unit prices** as per price scheduled incorporated in the form of offer.
- 4.2.3** Amount of materials/ product/ service to be delivered per financial year will be determined by the municipality from time to time guided by availability of budget and need.
- 4.2.4** The municipality will raise works orders as in when required during period of this contract.
- 4.2.5** No work to be performed without an official purchase order or written instruction from Municipality.
- 4.2.6** The works order will indicate material type, quantity and amount of work to be provided on each occasion.

4.3 PAYMENT CONDITIONS

4.3.1 Payment Instruction

- 4.3.1.1 Payment will not be made for work or services performed that fall outside the ambit of the contract and approved **Contract Price**, all variation orders must be approved in writing by a person authorized to do so.
- 4.3.1.2 Payment will be made by the municipality to the Service Provider upon delivery of service, which payment will be made via electronic transfer of funds to the Contractor's financial institution subject receipt of a valid tax invoice accompanied with relevant supporting documents specified in this contract.
- 4.3.1.3 Where applicable progress payment claims shall be submitted in the same format, accompanied by an original tax invoice.
- 4.3.1.4 The Service Provider is obliged to submit the invoice together with a signed monthly reports, travel log books, job card or municipal time sheet (whichever is applicable) and job card/time sheet must be properly filled and reflect worked hours / quantity of work done, site name etc. Failing which no work shall be certified for payment.
- 4.3.1.5 Valid tax invoice must be submitted on the last day of each month and payment shall be made in 30 days after date of invoice.
- 4.3.1.6 In the event that the Municipality is not satisfied with the performance of the Service Provider, the Municipality shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.
- 4.3.1.7 The municipality is not obliged to pay for incomplete delivered services. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, the entire invoice amount shall be withheld, until the dispute is resolved. The undisputed portion may be paid on municipality's discretion subjected to nature and conditions of services and submission of the revised invoice amount as such payment may render the contract irregular.
- 4.3.1.8 Invoice will be only be certified for payment once complete goods/services have been delivered /rendered, and the municipality accepts no ownership, responsibility, security for

materials/product/ equipment/services whatsoever, until the goods/services are delivered /rendered.

4.4 Penalties

If the service provider fails to perform any or all services within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the Price of due service, a penalty of 10% of the overall current invoice amount for the delayed goods/ services/work. The Municipality may also consider applying termination clause of the contract should non-compliance with delivery timeframes constitutes gross breach of this contract.

- 4.4.1 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.
- 4.4.2 Failure to deliver the goods or service within the period(s) specified in the contract is as a result of an event of force majeure, the service provider must report in writing with evidence required and Municipality shall assess the submission on its discretion.
- 4.4.3 Notwithstanding the provisions of **penalties and termination Clause**, 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.

5 PRICING SCHEDULE

DESCRIPTION	CURRENT ESTIMATED QUANTITY	AMOUNT
Once off collection and recording of municipal records from current external storage facility	Lump Sum	
Monthly storage rental of records	Per month	
Collection of Municipal records for storage as and when required	Per Trip	
Data entry as and when required	Per Box	
Location handling of records as and when required	Per Box	
Retrieval – Handling fee, Delivery, Collection fee of documents, and Return handling fee	Per Box	
Retrieval – Handling fee, Scan to email fee and Return handling fee	Per Box	
Destruction handling and Destruction certificate(as and when required)	Per Box	
Disposal report (as and when required)	Per Box	
Supply and delivery of empty boxes with lids	Per box	
Digitization of records (as and when required)	Per Page	
TOTAL COST (EXCL. VAT) TOTAL COST (INCL. VAT) Carry total to Form of Offer		
		VAT 15%

6 FORM OF OFFER

TENDER 17/26/27

The Municipal Manager
uMlalazi Municipality
P O Box 37
ESHOWE
3815

Sir,

I/We _____ do hereby tender for the
**THREE YEAR CONTRACT - PROVISION OF OFF-SITE STORAGE FACILITY AND
MANAGEMENT OF RECORDS FOR UMLALAZI MUNICIPALITY** as per specifications and
scope of work in the tender document for an amount of:-

Total carried from pricing schedule, in figures (Exclusive of VAT) R _____

15% VAT (if vat registered) R _____

Total carried from pricing schedule, in figures (Inclusive of VAT) R _____

Total amount in words:

The above fees include all required information or resources to complete the tender as per the specifications.

Until such time that a formal agreement is compiled and accepted, these tenders will be in conjunction with your acceptance or the persons acting on your behalf and will be a binding contract between both parties.

Upon the terms set out in the conditions of tender, I/We hereby acknowledge that:-

1. I/We have read and acquainted myself/ourselves with the terms and conditions of tender and understand the purpose thereof and agree that all such conditions shall form part of this tender;
2. This Offer may be accepted by uMlalazi Municipality by signing the Form of Acceptance within the period of validity stated in this Tender document, whereupon the Tenderer becomes the **Service Provider** in terms of this this contract.

THE CONDITIONS OF TENDER I/WE READ AND ACCEPT

Signature (of person authorized to sign the tender):

Signature : <i>(of person authorized to sign the tender)</i> :.....
Name: <i>(of signatory in capitals)</i> :.....
Capacity: <i>(of Signatory)</i> :.....
Name of Tenderer: <i>(organisation)</i> :.....
Address:
Telephone number: Fax number:
Witness Signature:
Name: <i>(in capitals)</i> :.....
Date:

[Failure of a Tender's to sign this form will invalidate the tender]

7. FORM OF ACCEPTANCE

Contract No: KZN ULM 17/26/27

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

Signature : _____ **DATE:** _____

Name (in capitals) : **MR NN SHANDU**

Capacity : **MUNICIPAL MANAGER**

Name of Employer : **uMLALAZI MUNICIPALITY**

Address : **P.O BOX 37**
ESHOWE
3815

Witness Signature : _____

Name (in capitals) : _____

Date : _____

8. RETURNABLE AND SCHEDULE DOCUMENTS

Notes

- (i) Bidders are required to submit all returnable documents listed in this bid on item 2.6 and to take note of each remarks made to weigh compliance with the critical requirements of this bid.
- (ii) All returnable schedule documents must be fully completed and signed.
- (iii) Bidders are required sign each page of returnable documents on the space provided as an acknowledgment of requested documentation.
- (iv) All pages with allocated signatory space on the bottom must be signed.
- (v) Proof of purchase of tender documents is required from bidders who purchased the tender document directly from municipality **only**.
- (vi) Bidders to take note of returnable and schedule documents which applies based on submitted tender price. The following returnable documents are compulsory if the tender price is **10 million or above**.
 - a. Audited annual financial statements if offer is above R10 Million.
 - b. MBD5 Declaration for procurement above R10 Million (All applicable taxes included)

SIGNED ON BEHALF OF TENDERER :

A. PROOF OF PURCHASE OF TENDER DOCUMENT

(Applicable to purchased tender documents only)

ATTACH RECIEPT TO THIS PAGE

SIGNED ON BEHALF OF TENDERER :

B. 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. In order to meet this requirement, bidders are required to complete in full, the attached form TCC 001. 'Application for Tax Clearance Certificate' 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. 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. The original Tax Clearance Certificate must be submitted together with bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance will not be acceptable.
4. In bids where Consortia/Joint Ventures/ Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" forms are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

SIGNED ON BEHALF OF TENDERER:

C. COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES & ID DOCUMENTS OF ALL DIRECTORS

[NOTE: Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]

In addition to the above, the tenderer must insert here certified copy of identity documents of all directors. NB: “Certified copy” means true and accurate representation of original by an authorized person (Not a copy of a certified copy). Originally certified copy must not be older than six months. Copy of a certified copy will not be considered.

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

D. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

***NOTE:** attach full summary of CSD report*

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

E. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

In terms of Clause 38 of the Supply Chain Management Policy the uMlalazi Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 3 (three) months.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the business is situated/ located.

This serves to confirm that my **company's municipal rates and taxes are paid up to date and the following is attached:**

1. An copy of the most recent municipal statement not older than 3 months, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated or;
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date or;
3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company's CK Tendering, to obtain a certificate ; or
4. Tenders who are **not** registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address; and

Attach proof to this page in terms of the above

SIGNED ON BEHALF OF TENDERER:

F. WORKMEN'S COMPENSATION

Attach valid proof of good standing with Compensation for Occupational Injuries and Diseases Act (COIDA)

SIGNED ON BEHALF OF TENDERER :

G. AUDITED ANNUAL FINANCIAL STATEMENTS STATEMENTS

(Attach AFS TO THIS PAGE)

SIGNED ON BEHALF OF TENDERER:

**H. CERTIFIED COPY OF A VALID NATIONAL ARCHIVES AND RECORDS
SERVICE OF SOUTH AFRICA (NARSSA) COMPLIANCE CERTIFICATE**

Bidder to attach proof to this page.

SIGNED ON BEHALF OF TENDERER:

I. CERTIFIED COPY OF A VALID FUMIGATION CERTIFICATE

Bidder to attach proof to this page.

SIGNED ON BEHALF OF TENDERER:

**J. CERTIFIED COPY OF A VALID COMPLIANCE CERTIFICATE FROM THE
MUNICIPAL FIRE SERVICE.**

Bidder to attach proof to this page.

SIGNED ON BEHALF OF TENDERER:

K. PROOF THAT STORAGE WAREHOUSE COMPLIES WITH SECURITY ARRANGEMENT AS REQUIRED IN TERMS OF PRIVATE SECURITY INDUSTRY REGULATION AUTHORITY ACT. BIDDER MUST PROVIDE A CERTIFIED COPY OF THEIR SECURITY COMPANY'S PSIRA CERTIFICATE TOGETHER WITH THE AGREEMENT LETTER.

Bidder to attach proof to this page.

SIGNED ON BEHALF OF TENDERER:

L. PROOF OF VALID INSURANCE COVER FOR THE STORAGE PREMISES AND CONTENTS INCLUDING VEHICLES

Bidder to attach proof to this page.

SIGNED ON BEHALF OF TENDERER:

**M. CERTIFIED COPY OF A FIRE DETECTION SERVICE CERTIFICATE
(EXCLUDING CARBON DIOXIDE EMISSION FOR SUPPRESSION)**

Bidder to attach proof to this page.

SIGNED ON BEHALF OF TENDERER:

RETURNABLE SCHEDULE DOCUMENTS

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
--	--------

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

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

2. DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

The specific goals will be applied in in terms of section 2(1)(a)(i) of the municipal supply chain policy to advance targeted groups as follows:

- Youth
- Women
- People living with disabilities
- Local businesses & SMME's

5.2.1 SUMMARY TABLE FOR CALCULATION OF PRERERENTIAL POINTS FOR SPECIFIC GOALS				
			<R50 Million	>R50 Million
NO.	Categories	Weight	80 20	90 10
1	Ownership Goals	50%	10	5
2	Empowerment Goals	20%	4	2
3	Reconstruction & Development Programme Goals	20%	4	2
4	Other Goals (Specify)	10%	2	1
		100%	20	10

5.2.2 SPECIFIC GOAL NO.1-OWNERSHIP CATEGORY

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Ownership Categories :				
1	EME and QSE				
	1. an EME or QSE which is at least 100% owned by black people;	100%	10	5	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	60%	6	3	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	20%	2	1	Sworn Affidavit - QSE/EME General
2	Broad Based Black Economic Empowerment :				
	BBBEE Level 1	100%	10	5	BBBEE Certificate
	BBBEE Level 2	60%	6	3	BBBEE Certificate
	BBBEE Level 3 & Below	20%	2	1	BBBEE Certificate
3	Ownership %				
a)	Women Ownership(*Must be South African)				
	ownership - 100% : Black (Youth , Women , Disabled People ,Military Veterans)	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - > 51% : Black (Youth , Women , Disabled People ,Military Veterans)	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate

	ownership - 25% - 50% : Black (Youth , Women , Disabled People ,Military Veterans)	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - 100% : White (Youth , Women , Disabled People ,Military Veterans)	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate
b)	Men Ownership(*Must be South African)				
	Men ownership - 100% : Black (Youth , Men , Disabled People ,Military Veterans)	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Men ownership - > 51% : Black (Youth , Men , Disabled People ,Military Veterans)	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Men ownership - 25% - 50% : Black (Youth , Men , Disabled People ,Military Veterans)	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate
4	Youth Development : (Below 35 Years)				
	Youth ownership - 100% : Black	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - > 51% : Black	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - 25% - 50% : Black	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - 100% : White	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate

5.2.3 SPECIFIC GOAL NO.2 –EMPOWERMENT CATEGORY

#	Specific Goal(s)	Weight	80 20	90 10	Verification
	Sub-Contracting :				
1	EME and QSE				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0,5	Sworn Affidavit - QSE/EME General
2	Local Economic Development Sub-Contracting (10%-30%) and 40 % where it is technically possible and subject to pre-approval.				
	1. Enterprise 100% owned by Youth	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate

	1. Enterprise 100% owned by Disabled People	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	1. Enterprise 100% owned by Women	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	2. Enterprise owned by Black People with CIDB Grading 4 or Less	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	3. Enterprise 100% owned by Military Veteran	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	3. Enterprise owned by Black Men with at least 51%	50%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate

5.2.4 SPECIFIC GOAL NO 3- RDP CATEGORY

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Reconstruction and Development :				
1	Promotion of Local Business(s)				
	1. Enterprise Located within the uMlalazi Local Municipality	100%	4	2	Utilities : Directors or Co. Affidavit Existing Lease Agreement /councilor or Induna letters
	2. Enterprise Located within the King Cetshwayo District Municipality	50%	2	1	Utilities : Directors or Co. Affidavit Existing Lease Agreement
	2. Enterprise Located within the Province	25%	1	0,5	Utilities : Directors or Co. Affidavit Existing Lease Agreement
2	SMME Development (EME and QSE)				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0,5	Sworn Affidavit - QSE/EME General
3.	Job Creation and Community upliftment				
	1.Community upliftment project (e.g. housing , schools ,infra donations etc.) equal to at least 0.5% of project Value	100%	4	2	Bidder to propose
4	2. Creation of Jobs /Labour intensive activities	100%	4	2	Bidder to propose

SPECIFIC GOAL NO 4 – OTHER GOALS

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Other Categories :				
1	<i>Combination of any other goals</i>				
	User departments may combine any specific goals under categories 1,2 and 3 above in a manner that will help evaluate and apply preference points to the tender	100%	2	1	--Relevant Verification Documentation--

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership Goals: # 1 • BBEE Level 1 • BBEE Level 2 • BBEE Level 3 & Below		10		
Reconstruction & Development Programme (RDP) Goals: Promotion of Local Business # 1 • Enterprise Located within uMlalazi Municipality • Enterprise Located within District Municipality • Enterprise Located within the Province		4		

Reconstruction & Development Programme (RDP) Goals: SMME Development (EME and QSE) #2 • an EME or QSE which is at least 100% owned by black people • an EME or QSE which is at least 51% owned by black people • an EME or QSE which is at 25% - 50% owned by black people		4		
Other Goals: Combination of other goals: #1 • an EME or QSE that is 100% owned by : Black (Youth , Women , Disabled People ,Military Veterans), residing within uMlalazi Municipality		2		
TOTAL		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify

that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

..... SIGNATURE(S) OF TENDERER(S) SURNAME AND NAME:..... DATE:..... ADDRESS:.....

O. SUPPORTING DOCUMENTS FOR PREFERENTIAL PROCUREMENT FOR GOALS POINTS

ATTACH

Documents required for verification of specific goals indicated on **table 1** of the preferential procurement points for specific goals (form MBD 6.)

SIGNED ON BEHALF OF TENDERER:

P. DECLARATION OF INTEREST

MBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Municipality of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars:

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1. If so, furnish particulars:

.....

- 2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

- 2.11.1. If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT, AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature Date

.....
 Position Name of bidder

Q. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

R. CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

uMlalazi Municipality

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position Name of Bidder

References

¹ Includes price quotations, advertised competitive bids, limited bids and tenders.

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

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

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

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

1 Are you by law required to prepare annual financial statements for auditing? YES/NO

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

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

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? YES/NO

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

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? YES / NO

3.1 If yes, furnish particulars

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

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

4.1 If yes, furnish particulars

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

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

FALSE.

Name of Bidder:

Position:

Date:

Signature:

T. AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between UMLALAZI LOCAL MUNICIPALITY (hereinafter called the EMPLOYER) of the one part, herein represented by:

in his capacity as:

And

Company Name:

(hereinafter called the **SERVICE PROVIDER**) of the other part, herein represented by:

.....

in his capacity as: duly authorized to sign on behalf of the Service Provider.

WHEREAS the service provider is the Mandatary of the EMPLOYER in consequence of an agreement between the SERVICE PROVIDER and the EMPLOYER in respect of

CONTRACT No: (CONTRACT TITLE)

..... for the executing the services as per scope of works in this contract;

AND WHEREAS the EMPLOYER and the Service Provider have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:.....

NOW THEREFORE the parties agree as follows:

1. The Service Provider undertakes to acquaint the appropriate officials and employees of the Service provider with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The SERVICE PROVIDER undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the SERVICE PROVIDER , his officials and employees. The SERVICE PROVIDER shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The SERVICE PROVIDER hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the SERVICE PROVIDER expressly absolves the EMPLOYER and the Employer's agent from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract, and I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.
4. The Service Provider agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Service Provider has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Service Provider , or to take such steps it may deem necessary to remedy the default of the Service Provider at the cost of the Service Provider .
5. The Service Provider shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATARY

NAME	SIGNATURE	DATE
------	-----------	------

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE
------	-----------	------

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF UMLALAZI MUNICIPALITY

NAME	SIGNATURE	DATE
------	-----------	------

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE
------	-----------	------

U. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer.

No.	Date	Title or Details
1		
2		
3		
4		
5		

Compulsory Note:

1. Addendum issued by Municipality comes part of this bid and it is compulsory to every bidder to submit it with the bid.
2. If the bidder did not receive addendum through the email address provided in the briefing attendance register on the date agreed, it is the responsibility of the bidder to send an email in the email address provided in this document to request the said addendum.

NAME:

POSITION:

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

V. CERTIFICATE OF AUTHORITY SIGN DOCUMENTS

The Municipal Manager
uMlalazi Municipality
P O Box 37
ESHOWE
3815

AFFIDAVIT

I _____ the undersigned hereby declare that by
resolution dated _____ I am authorized to sign these
documents on behalf of _____

SIGNED AT **THIS** **DAY OF** **20**_____

WITNESS

TENDERER

W. AMENDMENTS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

If the tenderer does not wish to make any amendments to the tender documents nor any qualifications to his/her tender, the above space shall be crossed out and the words "NIL" written above the line.

NB: An amendment must leave the original document substantially intact.

SIGNED ON BEHALF OF TENDERER:

9. FUNCTIONALITY

Note: the bidder must achieve minimum of 75 % (60 Points) in functionality. The Table below reflects **evaluation functionality components** and the overall weighting on each **Criteria component** of the functionality are as follows:

1. BIDDER’S PREVIOUS EXPERIENCE			
The bidder to demonstrate comprehensive proven experience on previously completed similar projects in <u>the past 10 years</u> , Provision of Off-Site Storage Facility and Management of Records			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
Excellent (Points = 30)	Five (5) or more completed similar projects.	30	Attach appointment letters and positive assessment of bidder’s previous performance by independent referee included in this tender document (9.1)
Good (Points = 20)	Three to Four (3-4) completed similar projects.		
Satisfactory (Points = 10)	One to two (1-2) completed similar projects.		
2. KEY PERSONNEL (Required expertise)			
Experience of the key staff (assigned personnel) in relation to the scope of work must reflect the following: 1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member/expert member; 2) The education, training and experience of the key staff member/experts in the specific sector, field, subject, etc. which is directly linked to the scope of work; 3) The key staff members’/experts’ knowledge of issues which the tenderer considers pertinent to the assignment eg. Dealing with government sphere, Local conditions, affected communities, legislation, techniques etc.			
The CV should be structured under the following headings: (i) Personal Particulars (ii) Name of institutions for tertiary education and dates associated therewith; (iii) Qualifications (e.g. diploma; degrees etc., grades of membership of professional societies and professional registrations); (iv) Name of current employer and position in enterprise; (v) Overview of post graduate experience (year, organization and position); and outline of recent assignments / experience that has a bearing on the scope of work.			
2.1.PROJECT LEADER			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
Very Good (Points = 30)	Minimum Diploma in Information Science or / Records and Archives Management and registration with South African Society of Archivists (SASA) with 10 or more years of experience.	30	Attach curriculum Vitae (C.V) with traceable reference, certified Copies of Qualifications, professional registration certificates and identity document.
Good (Points = 20)	Minimum Diploma in Information Science or / Records and Archives Management and registration with South African Society of		

	Archivists (SASA) with five (5) to nine (9) years of experience.		NB: No point will be awarded if the current employer is not the bidding company
Satisfactory (Points = 10)	Minimum Diploma in Information Science or / Records and Archives Management and registration with South African Society of Archivists (SASA) with One (1) to Four (4) years of experience.		
3. PLANT AND EQUIPMENT/ TOOLS OF TRADE			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
The bidder must have resources that are required to provide the services, together with all required documentation as supporting documents showing the status of ownership and availability of resources:			
Good (Points = 10)	Bidder must have 2 x Vehicles fully enclosed with alarm and satellite tracking and crew members of two with a loading capacity of not less than 4100kg	20	Attach proof of Logbook or Lease Agreement, tracker certificates and proof of alarm system.
OVERALL TOTAL		80	

9.1 EXPERIENCE OF THE BIDDER AS PER PROJECTS SUBMITTED

Assessment of bidder's previous performance by independent reference: Tender No: KZN UML 17/26/27

This must be sent by bidder to the reference listed in the experience of tenderer schedule. All assessment forms must be submitted together with projects appointment letters on company letterhead of previous employer.

Name of Bidder	
Completed Contract / Project Name	
Contract No	
Commencement Date	
Contract Duration	
Contract Completion Date	

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right hand side 1 = very poor, 2 = Poor, 3= Fair, 4 = Good, 5= Excellent	Performance Rating				
	1	2	3	4	5
Quality of office administration					
Quality of site management					
Competence nominated project leader					
Co-operation during contract					
Quality of workmanship					
Time management and programme management					
Rectification of condemned work					
Quality of documentation					
Quality of software and system used					
Adequacy of professional support					
Stakeholder Engagement					
Occupational Health and Safety Management					
Overall Performance (1 = very poor, 2 = Poor, 3= Fair, 4 = Good, 5= Excellent)					
Any other remarks considered necessary to assist in evaluation of the contract					
Name of person completing this assessment form					
Representing Firm					
Telephone Number					
Email Address					
Date of Assessment					

I hereby declare that information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:.....

Note: the evaluation schedule/project will not be considered if provided details are not traceable. **Bidders to make extra copies, or request additional copies via email provided.**

Official Company Stamp of company giving reference:

SIGNED OF TENDERER:

9.2 EXPERIENCE OF BIDDER

Attached Attach appointment letters and positive assessment of bidder's previous performance by independent referee

SIGNED ON BEHALF OF TENDERER:

9.3 PROJECT LEADER

Attach curriculum Vitae (C.V) with traceable reference, certified Copies of Qualifications, professional registration certificates and identity document

SIGNED ON BEHALF OF TENDERER:

9.4 PLANT AND EQUIPMENT/ TOOLS OF TRADE

Attach proof of Logbook or Lease Agreement, tracker certificates and proof of alarm system

SIGNED ON BEHALF OF TENDERER: