



LEKWA LOCAL MUNICIPALITY

BID DOCUMENT

REFERENCE: LLM – “BTO1 / 2017”

**BID FOR THE PROVISION OF BANKING
SERVICES FOR A PERIOD OF 36 MONTHS**

(1 JULY 2017 - 30 JUNE 2020)

CLOSING DATE & TIME:	30 June 2017
COMPULSORY BID MEETING:	None

Documents to be addressed to the Municipal Manager and deposited into the Bid Box situated at Main Office Building, Standerton, Mpumalanga

SERVICE PROVIDER’S DETAILS

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

LEKWA LOCAL MUNICIPALITY

Physical Address:	
Postal Address:	

NOTE:

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

**All technical enquiries relating to this bid must be directed to:
Mr R.A. Morris (CFO) at telephone number 017-7129610.**

Lekwa Local Municipality

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Interested parties must collect bid documents from the cashiers hall, Main Office building, Standerton, (017-7129607), at a cost of R400 alternatively it can be downloaded from e-Tender portal or www.lekwalm.gov.za

Completed bids in sealed envelopes bearing the **bid number: LLM - BTO1 / 2017** must be deposited in the Municipality's bid box at the Main Office Building, Standerton, Mpumalanga, on or before 12:00 30 JUNE 2017 when bids will be opened in public. Bids received after the due date will not be considered.

The following terms and conditions apply: Bids are restricted to banks registered in terms of the banks act, 1990 (Act 94 of 1990), the supply chain management policy of the municipality will apply in the adjudication of the bid.

The municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept whole or part of a bid

Bidders who do not hear from the Lekwa Local Municipality within 90 days of the closing date of the bid should consider their bid as unsuccessful.

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

Mr. R.A. Morris
Chief Financial Officer
Lekwa Local Municipality
P.O. Box 66
Standerton
Mpumalanga
2430

TO BE COMPLETED BY LEKWA LOCAL LOCAL MUNICIPALITY AT THE BID MEETING	
BID MEETING	<u>None</u>
ATTENDED BY (Bidder)	N/A _____
SIGNATURE:	N/A _____
STAMP	

ENCLOSURE

- | | | |
|----|---|---------------|
| 1. | FORM OF BID & SPECIFICATIONS | FORM A |
| 2. | PREFERENTIAL PROCUREMENT | FORM B |
| 3. | CONDITIONS OF BID | FORM C |
| 4. | CONDITIONS OF CONTRACT | FORM D |
| 5. | FORM OF ACCEPTANCE & DECLARATION | FORM E |
| 6. | FORM OF DECLARATION OF INTEREST | FORM F |

NB:

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

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**PROVISION OF BANKING SERVICES
TO LEKWA LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS
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FORM OF BID AND SPECIFICATIONS

1. BIDDER'S RESPONSE

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

- (a) The time frames required by the bank and a program for implementation of the required banking services,
- (b) Any additional computer hardware or software (and specify who bears the associated cost) that the Municipality must supply in order for the proposed banking systems to interface with and
- (c) The training requirements (and specify who bears the associated cost) for the Municipality's personnel to use the proposed banking system.

2. EXECUTIVE SUMMARY OF THE MUNICIPALITY

Lekwa Local Municipality is a category C Municipality and was established in terms of section 12 of the Municipal Structure Act, 1998 (Act No.117 of 1998) in December 2000.

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

It is imperative that Bidders must demonstrate their competence to provide the banking requirements of the Municipality. Only Banks local footprint (Lekwa jurisdiction) will be considered.

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3. ADDITIONAL INFORMATION TO BE SUPPLIED BY BIDDER

1. The latest set of audited Annual Financial Statements.
2. The Branches and service points in the Lekwa Local Municipality areas.
3. The available branch in Standerton in Mpumalanga.
4. Details of the designated main branch where the Municipality's bank account will be located:-
 - Name and Physical Location
 - Banking relationship structure, names and positions
 - Staffing numbers and structures
 - After hours services
5. The administrative and Information Technology systems and support services
6. Membership of a clearing House
7. All information systems with the Bidder should be web based.
8. All banking requirements for resolutions and approvals e.g. Signatories, FICA etc.
9. The bidder's current involvement in providing a banking service to National, Provincial, Local government and parastatals.
10. The bidder's current contribution towards social responsibility initiative to the previously disadvantaged communities in Lekwa Local Municipality.
11. Statement of intent of the bidder to commit towards social responsibility initiatives within the Lekwa Local Municipality area of jurisdiction.

4. INVESTMENTS

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

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FORM OF BID AND SPECIFICATIONS

5. FINANCIAL INFORMATION

5.1. Vat Registration Number: 4700113097

5.2. Budget 2016/2017 (Annual)

	R
Operating Revenue	574,959,334
Operating Expenditure	829,507,390
Capital Expenditure	22,228,347

5.3. Statistical Information

The approximate aggregated values and volumes of the Municipality's banking transactions from 01 July 2016 to 31 September 2016.

5.3.1. Issued Cheques

JULY	TRANSACTIONS	RANDS
Cheque Payments	0	0
Electronic Payments	1210	23,015,762
Debit Orders	6	19,800
Total		
AUGUST	TRANSACTIONS	RANDS
Cheque Payments	0	0
Electronic Payments	988	18,658,758
Debit Orders	6	19800
Total		
SEPTEMBER	TRANSACTIONS	RANDS
Cheque Payments	0	0
Electronic Payments	1022	19,666,156
Debit Orders	6	19800
Total		

5.3.2 Deposits

JULY	TRANSACTIONS	RANDS
Direct Deposits	632	28,985,855
Cash & Cheque	168	12,001,651
Other		
Total		
AUGUST	TRANSACTIONS	RANDS
Direct Deposits	808	7,661,222
Cash & Cheque	182	10,838,009
Other		
Total		
SEPTEMBER	TRANSACTIONS	RANDS
Direct Deposits	789	8,104,635
Cash & Cheque	176	11,917,386
Other		
Total		

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	Transactions
Number of Employees (Staff)	630
(Councilors)	30
Number of EFT Transactions	65

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(1 JULY 2017 – 30 June 2020)****BANKING PRODUCTS AND SERVICES**

NOTE: THE BIDDER MUST COMPLETE THE YES/ NO QUESTIONNAIRE UNDER FORM A (7) AND THE ASSOCIATED COSTS, IF APPLICABLE.

The Bidder must provide the following services: -

6.1. Handling of cash and cheques

	SERVICES REQUIRED
6.1.1.	Cash deposit facility.
6.1.2.	EFT deposit/transfer/payment
6.1.3.	Supply of pre-printed numbered deposit books.
6.1.4.	Controls to ensure that the physical cash deposited is reconciled to the amount recorded on the deposit slip.
6.1.5.	Tracing of R/D cheques.- very limited
6.1.6.	Tracing cheques lost in transit. – very limited
6.1.7.	Providing copies of deposit slips/ depositor details/ statements.
6.1.8.	Direct on-line functionality/ support/ web service with normal banking services
6.1.9	A dedicated support team to maintain and service all banking queries.
6.1.10	A facility whereby consumers and levy payers can make payments on their account directly to the bank on submission of their accounts
6.1.11	A facility whereby consumers can make payments on their account directly to the Municipality by way of debit order.

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	SERVICES REQUIRED
6.2.1.	Audit confirmation letters/ certificates.
6.2.2.	Delivery of statements (daily, weekly and monthly) via online banking/email. NB: Statements to be delivered at Lekwa Local Municipality at the end of each month. Delivery of provisional statements.
6.2.3	Returned/ disputed debit order. (Full details of debit order to be provided on request)
6.2.4.	Favorable interest rate on credit balances in the bank accounts of the municipality
6.2.5.	The bidder's teller must capture the digits account number from the pre-printed deposit slip forming part of the Municipality's Bill for all deposits taken in over the counter at any of the bidder's branches. The account number must be reflected on the bank statement.
6.2.6.	Web based /online banking facility for transfers/payments/reconciliations

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6.3. Reporting, Audit Trails and Queries

	SERVICES REQUIRED
6.3.1.	Comprehensive daily and monthly cash management reports and statements.
6.3.2.	Hard copies of historic information in respect of all bank related queries and indicate the available period (minimum 12 months).
6.3.3.	Deposit error corrections must be reported to the Municipality within 48 hours of the deposit inclusive of all supporting documentation.
6.3.4.	On-line, real-time browsing facilities.
6.3.5.	An audit trail to be maintained of cheques deposited at the bidder's bulk cash centre.

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	SERVICES REQUIRED
6.4.1.	Direct on-line balance enquiry.
6.4.2.	Direct on-line statement enquiry.
6.4.3.	Direct on-line stop payment facility.
6.4.4.	Direct on-line reversal of stop payment.
6.4.5.	Electronic historic information in respect of all bank statements and indicate the available period (minimum 12 months).
6.4.6.	Facility to download information on the bank statement into the Municipality's Financial system to facilitate bank reconciliations.
6.4.7.	An audit trail of all electronic fund transfers in/ deposits.
6.4.8.	Direct on-line facility to enable transfer of funds electronically between the Municipality's bank accounts.
6.4.9.	An electronic direct debit facility to collect payments from the Municipality's consumers (Bidder's bank and agent banks).
6.4.10	An electronic enquiry facility to access direct debit rejections with a reason/ code explaining the rejection.
6.4.11	EFT Payments to nominated accounts where the bidder's system allows the Municipality to specify the maximum amount as well as the number of payments per day to be made to a nominated account with exception reports when these limits are exceeded. (Investments, salaries etc)
6.4.12	An audit trail of all EFT payments per payee name and should be able to be printed if required.

FORM A (7)**LEKWA LOCAL MUNICIPALITY****BID: LLM – BTO1 / 2017**

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FORM OF BID

The Bidder must ensure that this Section is fully completed. Tick either 'YES' or 'NO'. If the answer is 'YES' then indicate the associated costs if applicable:-

	SERVICES REQUIRED	Reference to Section	YES	NO	UNIT COST (VAT EXCLUSIVE)	VAT
1.	Cash deposit facility • Cash deposit fee • Cash handling fee	6.1.1.				
2.	Cash withdrawal fee	6.1.2.				
3.	Cheque service fee • N/A	6.1.3.				
4.	• Re-deposit of post dated cheques • Original deposit of post dated cheque (fee)	6.1.4.				
5.	On line photographic images of cashed cheques	6.1.5				
6.	Supply of pre-printed numbered deposit books	6.1.6				
7.	Cash deposit errors	6.1.7				
8.	Cheque collection facility	6.1.8				
9.	Tracing of R/D cheques • R/D cheque fee	6.1.8				
10.	Tracing cheques lost in transit	6.1.9				
11.	Providing copies of deposit slips/ statements	6.1.10				
12.	Dedicated support team	6.1.11				
13.	Direct deposits on submission of the municipal a/c	6.1.12				
14.	Debit order facility for consumers	6.1.13				

	SERVICES REQUIRED	Reference to Section	YES	NO	UNIT COST (VAT EXCLUSIVE)	VAT
15.	Audit confirmation letters/ certificates	6.1.14.				
16.	Delivery of statements	6.1.15.				
17.	Delivery of provisional statements	6.1.16				
18.	Returned/ disputed debit order	6.1.17				
19.	Interest rate on net current account credit balance - relationship to prime overdraft rate - 30/04/2017	6.2.1.				
20.	Overdraft facility (e.g. R200,000) - Interest rate charged - relationship to prime overdraft rate 30/04/2017	6.2.2.				
21.	Overnight call facility - relationship to prime overdraft rate 30/04/2017	6.2.3.				
22.	Interest paid out at month-end	6.2.4.				
23.	Download deposits into file format.	6.2.5.				
24.	Hard copies of historic information requested	6.2.6.				
25.	Downloading of electronic payments into file format	6.2.7.				
26.	Deposit error corrections reported within 48 hours	6.3.1.				
27.	On-line, real-time browsing facility	6.3.2.				
28.	Direct on-line balance enquiry	6.3.3.				
29.	Direct on-line statement enquiry	6.3.4.				
30.	Direct on-line stop payment of cheques	6.3.5.				
31.	Direct on-line reversal of stop payment	6.3.6.				

FORM A (9)**LEKWA LOCAL MUNICIPALITY****BID: LLM – BTO1 / 2017**

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FORM OF BID

	SERVICES REQUIRED	Reference to Section	YES	NO	UNIT COST (VAT EXCLUSIVE)	VAT
32.	Historic information supplied electronically	6.4.1.				
33.	Facility to download bank statements in .csv or pdf	6.4.2.				
34.	Audit trail of electronic transfers in/ deposits	6.4.3.				
35.	Direct on-line facility to capture bank transfers	6.4.4.				
36.	Electronic direct debit facility	6.4.5.				
37.		6.4.6.				
38.	EFT payments to effect investments with financial institutions - transfer to bidders bank - transfer to Agent bank	6.4.7.				
39.	EFT facility to effect salary payments - transfer to Bidders bank - transfer to Agent bank - recall of transfer - late recalls - return of unpaid items - copies of payment reports - transaction tracing	6.4.8.				
40.	Audit trail of EFT of direct deposits	6.4.9.				
41.	EFT service to facilitate the creation of bulk payments or collections for importing and release	6.4.10.				
42.	Back up tapes to be kept off site	6.4.11				
43.	Issuing of guarantees	6.4.12				
44.	Letters of credit/forward cover/foreign currency	6.4.13				
45.	Petrol cards facility	6.4.14				

FORM A (10)

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	SERVICES REQUIRED	Reference to Section	YES	NO	UNIT COST (VAT EXCLUSIVE)	VAT
46.	Customer credit referencing	6.4.15				
47.	Economic advice/forecast	6.4.16				
48.	Custodial services	6.4.17				
49.	Debit/credit card vending machines	6.4.18				
50.		6.4.19				
51.	Issuing of a bank mandate or Service Level Agreement	6.4.20				

PREFERENTIAL PROCUREMENT

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. BBBEE & associated regulations

GOAL OF PREFERENTIAL PROCURMENT

The goal of preferential procurement is to promote the historically disadvantaged individuals ownership of enterprises, SMME entrepreneurs, levy payers and enterprises making use of local labour.

APPLICATION OF PREFERENCE POINTS

The following goals pertain to the specific detail of awarding preference points for:

1. Contracts with a rand value equal to or above R200 000.00 incl. VAT and up to a rand value of R50 000 000 Incl. VAT and will be evaluated on a 80/20 structure (maximum of 20 points);
2. Contracts with a rand value above R50 000 001 Incl. VAT will be evaluated on a 90/10 structure (maximum 10 points).

GOAL 1

Allocation of preference points in terms of BBBEE status

GOAL 2

Allocation of preference points to an enterprise which services the area of jurisdiction of Lekwa Local Municipality and a registered Municipal payer.

FOR THE PURPOSE OF THIS TENDER PROCESS THE 80/20 POINT SYSTEM WILL BE USED.

(B) TENDERS - 80/20

- | | | |
|----|-----------------------------|-----------|
| 1. | For lowest acceptable price | 80 Points |
| 2. | For specified goals | 20 Points |

CONDITIONS OF BID**A. GENERAL**

1. The lowest or any bid will not necessarily be accepted and Lekwa Local Municipality reserves the right to accept the whole or any part of a bid.
2. The quantities called for in this bid are an estimated quantity and Lekwa Local Municipality reserves the right to take more or less than the quantity specified.
3. **This contract will be governed by Lekwa Local Municipality "Conditions of Bid" only and not any conditions supplied by the bidder.**
4. Full details of items offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as "**Additional**" to the specific bid reference number.
5. All items offered on this bid must be new and be compatible with latest technology.
6. Only bids on Lekwa Local Municipality official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
7. It must be clearly understood by the bidder, that no order/s for such commodities or services required by the Lekwa Local Municipality will be recognized by the bidder, unless a Lekwa Local Municipality official order is issued, and it is further understood that Lekwa Local Municipality will not accept responsibility for any payment to the bidder, unless the delivery notes and invoices for such goods or services quote the relevant order number and is sent to Lekwa Local Municipality.
8. Should it be considered necessary by the bidder that officials of Lekwa Local Municipality should proceed to other centers for inspection purposes, such costs shall be for the account of the bidder.
9. Should it be considered necessary by the bidder, in the interest of design, quality or inspection for whatever reason that a Lekwa Local Municipality official should proceed to other centers for inspection purposes, such costs shall be for the account of the bidder.
10. Only bids received by 12h00 on the given closing date will be considered. No late bids by post, e-mail, fax, courier or delivered by hand will be accepted after this time.
11. No telegraphic, e-mail or faxed bids will be accepted and all posted or bids sent by couriers, must be clearly marked with the postal date and time.
12. **ALL PRICES QUOTED MUST EXCLUDE VALUE ADDED TAX AND MUST BE FIRM FOR A PERIOD OF (90) NINETY DAYS FROM CLOSING DATE OF THE BID.**

B. DEMONSTRATIONS AND INSPECTIONS

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

C. DELIVERIES, COMPLETION AND PENALTIES

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

D. PAYMENTS

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

CONDITIONS OF CONTRACT

1. Prices

The period for which prices are effective and the dates of future annual reviews must be indicated. Any future increase in prices if applicable during the five-year contract period should not be more than the Statistics South Africa CPIX index.

2. Administration

Invoices must be clearly marked with the Contract number and must be authorized by the responsible Council's representative. Invoices must be addressed to the Lekwa Local Municipality, Finance Department, Private Bag X 66, Standerton, 2430.

3. Payments

Payments will be made by cheque or direct bank transfer 30 days after date of statement or invoice.

4. Variations or Amendments to the Contract

No amendments, variations or additions to this contract, nor a variation of any of the terms or conditions contained in this contract, including variations to the price, will be valid unless in writing and signed by an authorized representative of Council.

5. Order of Precedence

In case of any inconsistency between the general terms and special conditions of this contract, the special terms shall take precedence.

6. Communications

The Service Provider undertakes to maintain good communication between themselves and Council during the full contractual period. During the term of the contract the Service Provider will make regular contact with the designated responsible representative of Council.

7. Indemnification

The Service Provider agrees to hold harmless and indemnify Council, its officers, agents and employees, against and from all suits and costs of any kind and description and from all damages which Council, or any of its officers, agents, or employees may sustain by reason of damage, injury, loss or theft arising out of the performance under this contract. These obligations shall survive the expiration or termination of this contract for a period of three (5) years.

8. Assignment

The Service Provider shall not assign this contract or any moneys due or that may become due to it, without the prior written consent of Council. The Service Provider agrees and consents to Council's assignment of this contract to any agent the Council designates, at any time, provided that Council gives written notice to the Service Provider.

9. Insurance

The Service Provider must have Public Liability Cover to the value of the contract, for the duration of this contract. Proof that this cover exists must be furnished, prior to the Service Provider commencing any service on the Municipality's sites.

10. Termination

Council may terminate this contract;

a) Default in whole or in part if:

- i) The Service Provider fails to perform according to the terms and conditions of this contract;
- ii) Performance does not conform in all respects to the specifications;
- iii) The Service Provider performance materially fails to satisfy Council.

Written notification of defaults will be issued to the Service Provider for failure to perform according to the terms and conditions and specifications of this contract, and termination shall be immediate. If the Service Providers performance materially fails to satisfy Council, Council will issue written notice, specifying such dissatisfaction and an opportunity to remedy the causes. Should the deficiencies not be corrected to the satisfaction of Council, within the specified period, the Service Provider will be issued with written notice of Council termination of the contract, for default.

OR

b) Operational Requirements in whole or in part if:

- i) Due to operational requirements, the services of the Service Provider is no longer required three (3) months written notification of termination will be issued to the Service Provider.

c) Insolvency

At any time, without compensation to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to Council thereafter.

13. Confidentiality

The Service Provider agrees not to disclose or release any confidential or proprietary information of Council obtained in the performance of this contract.

14. Disputes

If a dispute between the parties arises out of or is related to this contract, the parties shall meet and negotiate in good faith to attempt to resolve the dispute. If, after 30 (thirty) days from the date upon which the dispute was declared by a party by written notice, the dispute is not resolved the matter shall be determined in accordance with the following provision: Save in respect of those provisions of this agreement which provide for their own remedies which would be incompatible with arbitration, or in the event of either party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with this contract will be finally resolved in accordance with the Rules of the Arbitration Foundation of South Africa by an arbitrator agreed to between the parties and failing agreement by appointment by the Foundation. This clause 14 will be severable from the rest of this agreement so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry or accepted repudiation of this agreement.

Neither party shall be entitled to withhold performance of any of their obligations in terms of this agreement pending the settlement of, or decision in, any dispute arising between the parties and each party shall in such circumstances continue to comply with their obligations in terms of agreement.

15. Accidents to be reported

In addition to any statutory obligation, the Service Provider shall report all incidents to Council Safety Officer, within 48 hours of their occurrence, regardless of the extent of damage to property or injury to an employee. If required by the Safety Officer, a detailed written report of the incident shall be submitted. The Safety Officer has the right to investigate the cause and results of any incidents regardless of the location and is to be allowed full access to thoroughly investigate the incident.

**16. Compensation for Occupational Injuries and Diseases Act (COID)
(No. 130 of 1993)**

The Service Provider shall, before commencing the work on any Council site, produce documentary proof that he has complied with all the provisions of the Compensation for Occupational Injuries and Diseases Act. The Service Provider also undertakes to execute the contract in strict compliance with the said Act, and acknowledges responsibility for rendering all returns and paying all assessments for

which he is liable in terms of the Act. The Municipality is not liable for any damages or injury to Suppliers, Service Providers or Contractors, or their employees, who fail to comply with the provisions of this Act.

FORM D (3)

17. Occupational Health and Safety Act (OHSA) (Act No. 85 of 1993)

The Service Provider must comply with the provisions of this Act. Attention is drawn to the General Safety Regulations, Vessels under pressure Regulations and their specific codes of practice. Particular attention must be paid to Section 22 of the Act. All equipment and protective clothing must be supplied strictly in accordance with the provisions of the Occupational Health and Safety Act. All equipment must be available for inspection on request.

18. Rules for Contractors on Site

- All Contractors, Suppliers and/or Service Providers providing services at Lekwa must fully comply with the Rules for Contractors on Site, which must be properly signed by an authorized signatory on behalf of the Contractor, Service Provider or Supplier;
- The Service Provider is also responsible to ensure that all his employees who will be working on our sites are fully familiar with the Rules for Contractors on Site which must then also be strictly complied with. Individual employees as may be required by Council must sign all appropriate documentation;
- Failure to comply with the Rules for Contractors on Site by the Contractor, Service Provider or Supplier, or any of their employees, may result in them being removed from site or being denied access to site.

19. Conflicts of Interest

The Service Provider warrants that neither it nor any of its shareholders, employees, agents or family members of any of these, or associated businesses or companies has any actual or potential conflict of interest with Council, its shareholders, directors, employees, agents or family members of any of these associated businesses or companies or in the award of any contract. Any false declaration or failure to declare relevant facts in regard to conflicts of interest will entitle Council to summarily cancel any agreement concluded, and no notice calling for breach to be rectified shall be necessary.

FORM OF ACCEPTANCE & DECLARATION

The Municipal Manager
Lekwa Local Municipality
PO Box 66
Standerton
2430

I/We (To be completed)
(Representative or Company name)

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

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

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

I/We also agree:

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

Lekwa Local Municipality
Cnr Dr Beyers Naude and Mbonani Mayisela Drives
Standerton
2430
- (c) the law of South Africa will govern the contract created by acceptance of our bid and we agree to submit to the jurisdiction of the South African Courts;
- (d) that if our bid be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said bid and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said bid and the acceptance thereof by the said Municipality.

I/WE ALSO DECLARE THAT:

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

NUMBER	
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- 5) documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 6) the original valid tax clearance certificate is attached;
- 7) My municipal rates and taxes are paid up to date and the following is attached:
 - a. An original/certified copy of the most recent municipal certificate, indicating the status of payment of all municipal accounts and taxes i.e. refuse and rates, from the Municipality in which jurisdiction it's business is situated.
 - b. In the case where the bidder does not own property/is a tenant for the purpose of it's business establishment, the bidder to provide an original/certified copy of a certificate from it's landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. refuse and rates are paid up to date.
 - c. In the case where it is not possible for a bidder to obtain the certificate in (2) above from it's landlord, the bidder is required to submit an original/certified copy of the lease agreement for the premises where its business is situated.

NB:

- ❖ FAILING TO ATTACH ANY OF THE DOCUMENTS LISTED IN FORM “E(1)” AND/OR FAILING TO COMPLETE THE FOLLOWING SECTIONS:
FORM “E”
FORM “E(1)”
FORM “E(2)”
WILL INVALIDATE THE BID.**

FOR AND ON BEHALF OF

NAME OF COMPANY

ADDRESS

NAME OF BIDDER

SIGNATURE OF BIDDER

DATE

DECLARATION OF INTEREST

- 1. No contract may be awarded to;
 - any person in the “service of the state” (see definition at end) or has been in the service of the state in the previous twelve months.
 - if the provider is not a natural person, whether any of its, directors, managers, principal shareholders or stakeholder is in the service of the state or has been in the service of the state in the previous twelve months.
 - who is an advisor or consultant contracted with the municipality (this is only applicable where the advisor or consultant is directly involved in a specific bid).
 - a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder of the provider if such is in the service of the state or has been in the service of the state in the previous twelve months.

It is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest as per paragraph (1)

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

2.1. Are you or any person connected with the bidder, in service of the state? YES/NO

2.1.2 If so, state particulars:
.....
.....

2.2 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

2.2.1 If so, state particulars:
.....
.....

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

2.3.1 If so, state particulars:
.....
.....
.....
.....

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 MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE
TO BE FALSE.

.....
Name (print)

.....
Signature

.....
Date

“In the service of the state” means;

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