



**CLUSTER**

FINANCE

**UNIT**

REVENUE MANAGEMENT

**DEPARTMENT**

ARREARS MANAGEMENT

**PROCUREMENT DOCUMENT**

**GOODS / SERVICES**

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

**Tender No:** 1F-22236

**Title:** PANEL OF DEBT COLLECTION AGENCIES FOR A PERIOD OF 36 MONTHS.

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** There will be no clarification meeting, bidders are requested to submit e-mail queries related to the bid. All e-mail queries are to be submitted by 14 September 2023, e-mailed questions and answers will be consolidated and posted on etenders/municipal website for the benefit of all tenderers by 21 September 2023.

**Queries can be addressed to:**

**General / Contractual:** Senzo Ngesi; Tel: 031 322 8243; eMail: [senzo.ngesi@durban.gov.za](mailto:senzo.ngesi@durban.gov.za)

**Technical:** Sne Danisa; Tel: 031 311 1632; eMail: [sne.danisa@durban.gov.za](mailto:sne.danisa@durban.gov.za)  
and Mr Mxolisi Nkosi; Tel: 031 322 8894; eMail: [mxolisi.nkosi@durban.gov.za](mailto:mxolisi.nkosi@durban.gov.za)

**DELIVERY OF TENDERS**

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than:

**Closing Date:** Friday, 29 September 2023

**Time:** 11:00am

**FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED**

**Issued by:**

ETHEKWINI MUNICIPALITY

Deputy Head: ARREARS MANAGEMENT

Issued: August 2023

Document Version: 24/02/2023

**NAME OF TENDERER:** .....

**Tender Price:** R .....

**VAT Registered:** YES / NO  
(circle applicable)

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**SECTION 1: GENERAL INFORMATION**

<b>YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY</b>
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TENDER No.: 1F-22236

DESCRIPTION: **PANEL OF DEBT COLLECTION AGENCIES FOR A PERIOD OF 36 MONTHS.**

CLOSING DATE / TIME: Friday, 29 September 2023 at 11:00am

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

- the National Treasury's eTenders website ( <https://www.etenders.gov.za/> ), or
- the eThekwini Municipality's website ( <https://www.durban.gov.za/pages/business/procurement> ).

Electronically downloaded documentation should be printed by the tenderer.

Tenderers are required to be registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website: <https://eThekwinivendor.durban.gov.za/>

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

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

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

**NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**  
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

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

Name of Tenderer: .....

Postal Address: .....

Street Address: .....

E-Mail Address: .....

Telephone Number:


-


-


Cell phone Number:

Facsimile Number:

**Circle Applicable**Is your entity registered on the **eThekweni Municipality's supplier database?**

YES / NO

- **If YES insert** your PR Number: .....

PR .....

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?**

YES / NO

- **If YES, insert** your MAAA Number: .....

MAAA .....

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

- **If YES insert** Vat Registration Number: .....

.....

Has a **Declaration of Municipal Fees** been submitted?

YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted?

YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?

YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted?

YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?

YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?

YES / NO

**Are you the accredited representative** in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission.

YES / NO

Signature of Tenderer: .....

Date: .....

Name / Surname: ..... (in block capitals)

Capacity under which  
this tender is signed:

.....

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**SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)**

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**SPECIAL / ADDITIONAL CONDITIONS OF TENDER**

## STANDARD CONDITIONS OF TENDER (Goods / Services)

### 1. DEFINITIONS

#### General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words “bid” and “tender”, and “bidder” and “tenderer” can be used interchangeably.
- (5) All definitions as defined in the *General Conditions of Contract* are applicable to these *Standard Conditions of Tender*. These definitions include:
  - “Closing time”
  - “Contract”
  - “Contract Price”
  - “Corrupt practice”
  - “Countervailing duties”
  - “Country of origin”
  - “Day”
  - “Delivery”
  - “Delivery ex stock”
  - “Delivery into consignees store or to his site”
  - “Dumping”
  - “Force majeure”
  - “Fraudulent practice”
  - “GCC”
  - “Goods”
  - “Imported content”
  - “Local content”
  - “Manufacture”
  - “Order”
  - “Project site”
  - “Purchaser”
  - “Republic”
  - “SCC”
  - “Services”
  - “Supplier”
  - “Tort”
  - “Turnkey”
  - “Written” or “in writing”
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality’s* opinion, would:
  - (a) Detrimentially affect the scope, quality, or performance of the services or supply identified in the Scope;
  - (b) Significantly change the *Municipality’s* or the *Tenderer’s* risks and responsibilities under the contract; or
  - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

### 2. CONDITIONS OF TENDER & CONTRACT

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

#### Complete Acceptance of Conditions

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

### 3. TENDER INFORMATION

#### (1) General

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

#### (2) Obtaining Tender Documentation

All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.

#### (3) Queries Relating to this Tender

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

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

Details of the briefing session are stated in the *SCT*. Failure to attend a compulsory briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. Tenders will only be evaluated from those tendering entities appearing on the attendance list.

**(5) Closing Date and Delivery of Tender Submissions**

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the **SCT** not later than the **date and time** as stated in the **SCT**, where after they will be opened publicly.

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

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

**(6) Tender Validity and Withdrawal of Tenders**

*Tenders* must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the **SCT**. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

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

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

- (1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.
- (2) **Tax Compliance Status PIN / Tax Clearance Certificate:** SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
- (3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.  
All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.
- (4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

**(5) Municipal Bidding Documents (which includes):**

- **MBD 4:** Declaration of Interest: All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the *Municipality* involved in the evaluation process.  
Regulation 44 of the Supply Chain Management Regulations states that a *Municipality* or *Municipal Entity* may not make any award to a person:
  - (i) Who is in the service of the state;
  - (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
  - (iii) Who is an advisor or consultant contracted with the *Municipality* or *municipal entity*.  
Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the *Municipality* shall have the right to terminate the contract with immediate effect.
- **MBD 5:** Declaration for Procurement Above R10 Million (if applicable): For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- **MBD 6.1:** Preference Points Claim Form: For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.  
The *Municipality* reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the *Municipality*.
- **MBD 8:** Declaration of *Bidders* Past Supply Chain Management Practices Form: This form serves as a declaration to be used by *municipalities* and *municipal entities* in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- **MBD 9:** Certificate of Independent Bid Determination: Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) **Official Tender Form** (see Section 9)**1) Legal Status of Tenderer**

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

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
  - State the name of the person(s);
  - State recognised trading name; and
  - State whether an owner, co-owner, proprietor, etc.

**(b) Signing of Official Tender Form**

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

**(c) Authority of Signatory**

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

**(d) Differences or Discrepancies**

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

**(6) Any additional Schedules, Forms, or Certificates as stated in the SCT.****5. INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

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

**6. SAMPLES**

*Bidders* may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

**7. MANUFACTURERS**

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

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

**8. CLARIFICATION**

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

**9. PRICING**

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

**(1) Nett Prices**

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

**(2) Unit Prices**

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

**(3) Firm Tenders**

*Bidders* may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

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

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

**10. ESTIMATED QUANTITIES**

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

**11. DELIVERY, RISK, PACKAGES, ETC**

(1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.

(2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the **SCT**.

(3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.

(4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.



**12. RATES OF EXCHANGE**

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

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

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

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

**13. IMPORT PERMITS**

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

**14. EVALUATION PROCESS**

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

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

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points ( $T_{EV}$ ) in accordance with the following formula:  
 $T_{EV} = N_{FO} + N_P$  where:  $N_{FO}$  : is the number of evaluation points awarded for the financial offer; and  $N_P$  : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

**(1) Evaluation points awarded for the financial offer:**

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

**INCOME-GENERATING CONTRACTS**

The financial offer will be scored using the formula:

$$N_{FO} = W \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

**GOODS and SERVICES**

The financial offer will be scored using the formula:

$$N_{FO} = W \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- 90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
  - 80** where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.
- It is unclear** (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) **P<sub>max</sub>** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **P<sub>min</sub>** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **P<sub>t</sub>** is the comparative offer of the *tender* offer under consideration.

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

The **Specific Goals** for Preference Points are specified in the *SCT*.

**15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS****(1) Bribery**

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

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

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

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

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

**16. NEGOTIATIONS WITH PREFERRED BIDDERS**

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

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

**17. CANCELLATION OF TENDER PROCESS**

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

**18. ACCEPTANCE OF BID**

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer (s)* shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
  - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
  - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
  - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

**19. PAYMENT and FACTORING**

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

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

**20. APPEALS**

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;  
eMail: Simone.Pillay@durban.gov.za.

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

### **3.1 SPECIAL CONDITIONS OF TENDER (SCT)**

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

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

#### **SCT 3(1) TENDER INFORMATION: General**

The tender document comprises of a cover page and 55 pages.

#### **SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation**

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

- the National Treasury's eTenders website
  - ( <https://www.etenders.gov.za/> ), or
- the eThekweni Municipality's website
  - ( <https://www.durban.gov.za/pages/business/procurement> ).

The entire document should be printed on A4 paper (one sided), and suitably bound by the tenderer.

#### **SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender**

General and Contractual Queries are to be directed to:

**Senzo Ngesi; Tel: 031 322 8243; eMail: [senzo.ngesi@durban.gov.za](mailto:senzo.ngesi@durban.gov.za)**

Technical Queries are to be directed to:

**Sne Danisa; Tel: 031 311 1632; eMail: [sne.danisa@durban.gov.za](mailto:sne.danisa@durban.gov.za) and Mr Mxolisi Nkosi; Tel: 031 322 8894; eMail: [mxolisi.nkosi@durban.gov.za](mailto:mxolisi.nkosi@durban.gov.za)**

#### **SCT 3(4) TENDER INFORMATION: Briefing Session**

**There will be no clarification meeting, bidders are requested to submit e-mail queries related to the bid. All e-mail queries are to be submitted by 14 September 2023, e-mailed questions and answers will be consolidated and posted on etenders/municipal website for the benefit of all tenderers by 21 September 2023.**

#### **SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions**

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later

than: **Friday, 29 September 2023 at 11:00am.**

Bidders are to include, with their “hard copy” submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the bidder’s name, eg. “**XX-xxxx – Tenderers Name.PDF**”. The memory-stick must be securely fixed to the paper submission.

**SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders**

Tenders must hold good for 120 days following the date on which tenders are opened.

**SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

There are no additional returnable schedules, forms, certificates

**SCT 14 EVALUATION PROCESS**

The procedure for the evaluation of responsive tenders is **(1) Mandatory Requirements (2) Functionality Requirements and (3) Price and Preference** in accordance with the Employer’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

The **90/10** preference points system will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified Regulation 5.1.

**14.1 STAGE 1: MANDATORY REQUIREMENTS**

The tenderers will be checked if they meet the mandatory requirements. Any tenderer that does not meet any of the mandatory requirement will be deemed non-responsive.

- A valid certificate of registration with the Council for Debt Collectors for the debt collection firm
- The Bidding Entity must practice and operate within the eThekweni jurisdiction of the Durban High Court as the debt collection process entails litigation. The bidding entity must have an office space within the eThekweni Municipal Area. (Lease agreement or Municipal Rates Letter in the Name of the Bidding Entity (Proof of Address)).
- Call Centre: The Bidding Entity must submit proof of the call centre set-up. (Photographic proof of the call-centre). The Municipality shall conduct the site visit as part of the evaluation process. In the event that the bidding entity has outsourced the call centre, a copy of the signed contract must be included. (**Section 10 Annexure A: Declaration of Staff Compliments**) must be completed and submitted as part of the bidders response.
- Office infrastructure - IT resources such as Debt Collecting software programs to execute work and collection (Proof of Software Licenses must be submitted).

## **14.2 STAGE 2: FUNCTIONALITY REQUIREMENTS**

Functionality is to be used as a threshold. Tender offers that fail to score the minimum number of evaluation points for Functionality will be rejected as non-responsive.

**The minimum number of evaluation points for Functionality is 70.**

The evaluation criteria for measuring Functionality are:

### **(A) TENDERER'S EXPERIENCE (50 points)**

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar nature over the last ten (10) years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders. Tenderers should very briefly describe their experience in this regard and attach this to this schedule. Proof of participation / case studies and contact details of clients of the relevant projects must also be provided. The description should be put in tabular form with the following headings:

<b>Employer, contact person and telephone number, (where available)</b>	<b>Project Title</b>	<b>Detail of work undertaken, nature of work, and value</b>	<b>Date undertaken and completed</b>
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- The scoring of the tenderer's experience will be as follows:

<b>Score</b>	<b>Prompts for Judgement</b>
<b>(Score 0)</b>	No response/ no evidence of experience submitted.
<b>Poor (Score 40)</b>	The tenderer has limited years' experience in projects of similar nature over the last 10 years in Debt Collection = Less than 2 years' experience with relevant evidence provided. (Client Reference letters to be provided for each of the projects listed as advised below).
<b>Satisfactory (Score 70)</b>	The tenderer has relevant years' experience in projects of similar nature over the last 10 years in Debt Collection = 2 to 5 years' experience with relevant evidence provided. (Client Reference letters to be provided for each of the projects listed as advised below).
<b>Good (Score 90)</b>	The tenderer has good years' experience in projects of similar nature over the last 10 years in Debt Collection = more than 5 years up to 10 years' experience with relevant evidence provided. (Client Reference letters to be provided for each of the projects listed as advised below)
<b>Very good (Score 100)</b>	The tenderer has extensive years' experience in projects of similar nature in Debt Collection = more than 10 years' experience with relevant evidence provided. (Client Reference letters to be provided for each of the projects listed as advised below)

**NB: Similar experience that will considered, whereof (1000 accounts or more accounts handed over and worked on successfully). Client Reference Letters must stipulate, Number of accounts worked on, Description of services undertaken, Signed and Stamped.**

**(B) EXPERIENCE OF KEY STAFF (50 Points)**

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience, level of education and training and positions held of each operational area team leader.
- 2) The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to events eg. local conditions, legislation, techniques etc.

CVs of key Team Members not **more than 2 pages each** should be attached to this schedule: (define which CV's are required)

Each CV should be structured under the following headings:

Personal particulars	Qualifications	Skills	Name of current employer and position in enterprise	Outline of recent assignments / experience that has a bearing on the scope of work
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The scoring of the experience of key staff will be as follows (for each of the indicated (required) key staff):

Score	Prompts for Judgement
<b>(Score 0)</b>	No response/ no documents submitted.
<b>Poor (Score 40)</b>	Key staff have less than the minimum levels of relevant qualification/training experience and/or post professional registration. (Number of years of experience and qualifications are <b>less than</b> the minimum specified in the schedule below) (Number of Key Staff and qualifications are <b>less than</b> the minimum specified in the schedule below)
<b>Satisfactory (Score 70)</b>	Key staff have reasonable levels of relevant qualification/training experience and/or post professional registration. (Number of years of experience and qualifications are at least equal to the preferred specified in the schedule below) (Number of Key Staff and qualification are at least equal to the preferred specified in the schedule below)
<b>Good (Score 90)</b>	Key staff have extensive levels of relevant qualification/training experience and/or general post professional registration. (Number of years of experience and qualifications are at least equal to the preferred specified in the schedule below) (Number of Key Staff and qualifications are at least equal to the preferred specified in the schedule below)

<b>Very good (Score 100)</b>	<p>Key staff have outstanding levels of relevant qualification/training experience and/or general post professional registration.</p> <p>(Number of years of experience and qualifications are at least equal to the preferred specified in the schedule below)</p> <p>(Number of years of Key Staff and qualifications are at least equal to the preferred specified in the schedule below)</p>
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Job Title	Minimum Qualification	Number of Years' Experience Post Graduation					Weight
		Score 0	Score 40	Score 70	Score 90	Score 100	
Contract Manager	Bachelor's degree in either Finance or Legal or Commerce or Management or Project Management.	0	3	> 3 ≤ 5	> 5 ≤ 7	> 7	15
Legal practitioner	<ol style="list-style-type: none"> <li>1) Attorney Primary Law Degree</li> <li>2) LPC certificate</li> <li>3) Admission as an Attorney.</li> <li>4) Must have a right to appear in High court.</li> </ol>	0	3	> 3 ≤ 5	> 5 ≤ 7	> 7	15
Job Title	Minimum Qualification & Experience Required	Number of Call Centre Agents and Experience					Weight
		Score 0	Score 40	Score 70	Score 90	Score 100	
Call Centre Agents	<ul style="list-style-type: none"> <li>• Qualification: Minimum of Grade 12 or NQF level 4 equivalent</li> <li>• Experience: Minimum of 1-year experience as a Call Centre Agent. (SEE ANNEXURE IN SECTION 10,)</li> </ul>	0	50	>50 <75	> 75 < 100	≥ 100	20

### **14.3 STAGE 3: PREFERENCE POINT SYSTEM AND SPECIFIC GOALS**

The definitions as per the SCM Policy are applicable.

Preference Points (either 20 or 10) will be derived from points claimed on Returnable Document **MBD 6.1: “Preference Points Claim Form”** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

#### **Ownership Goal**

The tendering entity’s **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer’s claim for **Preference Points**.

Goal Weighting 50%		
<b>Ownership Categories</b>	<b>Criteria</b>	<b>90/10</b>
Race: Black (w1)	0%	0
	>0% and <51%	4
	≥51% and <100%	7.5
	100%	10
<b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer’s status) <ul style="list-style-type: none"> <li>• Companies and Intellectual Property Commission registration document (CIPC)</li> <li>• CSD report.</li> <li>• B-BBEE Certificate of the tendering entity.</li> <li>• Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).</li> <li>• Agreement for a Consortium, Joint Venture, or Trust.</li> </ul>		
The <b>Category Weightings</b> of the Ownership Categories will be: $w1 = 50\%$ , (where $x + y + z = 100\%$ )		

#### **RDP Goal: Creation of new jobs to address black youth unemployment**

The tendering entity’s **Commitment to Appointment or Actual Appointment**, in terms of the categories below, is to be used in the determination of the tenderer’s claim for **Preference Points** for this Specific Goal.

Goal Weighting 50%	
<b>Number of jobs created</b>	<b>90/10</b>
0 – 20	2.5
21 – 50	5
Over 50	10
<b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer’s status) <ul style="list-style-type: none"> <li>• Commitment letter to appoint youth from local ward (for a year or more)</li> <li>• Appointment letters signed by local councillor or chief (for a year or more)</li> <li>• Consider other evidence etc Copies of IDs and proof of address in eThekweni</li> </ul>	
The <b>Category Weightings</b> of the Creation of new jobs to address black youth unemployment will be: $w2 = 50\%$ , (where $x + y + z = 100\%$ )	



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## 3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)

### ACT 1 ELIGIBILITY – CSD REGISTRATION

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

### ACT 2 PRICING INSTRUCTION

Tenderers who deviate from the prescribed Schedule of Rate (section 8) will be disqualified and not considered for further evaluation. All tenderers to quote on all three (3) categories as per schedule of rates (section 8). The proposed percentage of the commission should be at the diminishing rate with the highest rate proposed for category 1.

### ACT 3 APPOINTMENTS OF SERVICE PROVIDERS

We intend to appoint a panel with a minimum of Five (5) debt service providers or more but not exceeding (10) Ten.

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**SECTION 4: RETURNABLE TENDER DOCUMENTS**

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fees
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder’s Past Supply Chain Management Practices
- 5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in [Section 9](#): “Official Tender Form”, and any additional schedules, forms, certificates can be found in [Section 10](#): “Annexures”.

**1) AUTHORITY OF SIGNATORY**

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

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

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

to sign all documents in connection with the tender for Contract No. **1F-22236** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Notes**

**Tenderers are to include, at the back of their tender submission document, a printout of the following documents:**

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

**2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

**Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**3) DECLARATION OF MUNICIPAL FEES**

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

.....  
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

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

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

<u>Account</u>	<u>Account Number:</u> to be completed by tenderer.
Consolidated Account No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Electricity	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Water	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Rates	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Other	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

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

**Tenderers are to be include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.**

**Failure to include the required document will make the tender submission non-responsive.**

NAME (Block Capitals):

Date

SIGNATURE:

**4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT****Definitions**

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

**Declaration by Tenderer**

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

**NAME (Block Capitals):****Date****SIGNATURE:**

**5(a) MBD 4: DECLARATION OF INTEREST****NOTES**

MSCM Regulations: "in the service of the state" means to be:

- (a) a member of:
- (i) any municipal council.
  - (ii) any provincial legislature.
  - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
- (e) a member of the accounting authority of any national or provincial public enterprise.
- (f) an employee of Parliament or a provincial legislature.

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

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

3.1 Name of enterprise

Name of enterprise's representative

3.2 ID Number of enterprise's representative

3.3 Position enterprise's representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

.....

3.9 Have you been in the service of the state for the past twelve months?

If yes, furnish particulars:

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES

NO

If yes, furnish particulars:

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES

NO

If yes, furnish particulars:

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

If yes, furnish particulars:

.....

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

If yes, furnish particulars:

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES

NO

If yes, furnish particulars:

.....

.....

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** .....

**Date**

**SIGNATURE:** .....



5(b) **MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**  
**(ALL APPLICABLE TAXES INCLUDED)**

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

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1 <b>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.</b>		
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	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. ..... .....		
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1 If YES, provide particulars. ..... .....		
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1 If YES, provide particulars. ..... .....		

**If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and, if required, that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** ..... **Date** .....

**SIGNATURE:** .....

**5(c) MBD 6.1: PREFERENCE POINTS CLAIM**  
**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**

**1.0 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).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the **90/10 preference point system**.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.

1.5 The Municipality 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 of preferences, in any manner required by the Municipality.

**2.0 DEFINITIONS**

2.1 “**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.

2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 “**tender for income-generating contracts**” means a written offer in the form determined by Municipality 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 Municipality and a third party that produces revenue for the Municipality, 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.

2.5 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

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

<b><u>80 / 20 Points System</u></b>	OR	<b><u>90 / 10 Points System</u></b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.2 DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

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

<b><u>80 / 20 Points System</u></b>	OR	<b><u>90 / 10 Points System</u></b>
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$		$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4.0 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 **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where the municipality intends 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, the municipality 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 municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**TABLE 1:** Specific Goals for the tender and points claimed are indicated per the table below.

**Tenderers are to indicate their points claim for each of the Specific Goals.**

The Specific Goals to be allocated points in terms of this tender	Number of points ALLOCATED (80/20 system)	Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
<b>Ownership Goal:</b> Race (Black)	N/A	5	N/A	
<b>RDP Goal:</b> The Creation of new jobs to address black youth unemployment	N/A	5	N/A	
Should the municipality apply a combination of Specific Goals, the <b>points for the individual goals</b> will be weighted according to the <b>Goal Weightings</b> specified in the Tender Data to arrive at the final points for <b>Preferential Points for Specific Goals</b> .				

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) 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.

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

4.1.1 If YES, provide particulars.

.....  
 .....

Circle Applicable	
YES	NO

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

4.2.1 If YES, provide particulars.

.....  
 .....

YES	NO
-----	----

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

4.3.1 If YES, provide particulars.

.....  
 .....

YES	NO
-----	----

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both 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.*

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

**5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION****NOTES**

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> 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.
- <sup>3</sup> 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.

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

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**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
 (Bid Number and Description)

in response to the invitation for the bid made by:

-----  
 (Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

-----  
 (Name of Bidder)

that:

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.
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> 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.
  - (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.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

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## **SECTION 5: CONDITIONS OF CONTRACT**

### **GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)**

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

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

July 2010

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**1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

**2. Application**

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

**3. General**

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

**4. Standards**

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

**5. Use of contract documents and information inspection**

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

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

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

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

**6. Patent Rights**

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

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

**7. Performance security**

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

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

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

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

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

**8. Inspections, tests and analyses**

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

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

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

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

**13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - in the event of termination of production of the spare parts:
    - advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

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

**18. Variation orders**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - if the supplier fails to perform any other obligation(s) under the contract; or
  - if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
  - the date of commencement of the restriction
  - the period of restriction; and
  - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of Liability**

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. Transfer of Contracts**

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

**34. Amendment of contracts**

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of restrictive practices**

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



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

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

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

### SCC 1.2 **CONTRACT**

This is a 36-month contract.

### SCC 11.1 **INSURANCE**

The successful bidders shall be required to submit Professional Indemnity insurance to the ETHEKWINI MUNICIPALITY before the commencement of work to the value of R10 000 000.

### SCC 16.1 **PAYMENT**

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

Payment for services rendered and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

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

### SCC 16.4 **PAYMENT**

The service provider will be paid commission percentage based on the amount collected per category (Category 1, Category 2 and Category 3). verification via Revenue Management System (RMS) will be conducted before payment is release to service provider.

### SCC 17 **PRICES**

The commission percentage tendered by the Debt Collection Agencies will be fixed for the duration of the tender.

### SCC 21.1 **DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE**

The time schedule for the performance of services is:

Phase 1 – Finalisation and signing of the service level agreement (SLA) (1 month from the Letter of Appointment).

Phase 2 – Finalisation and approval of 36 months Project Implementation Plan (from 2 months from the Letter of Appointment).

Phase 3 – Roll out of the Debt collection Project Implementation Plan (PIP).

The Municipality will monitor progress and the suppliers performance in line with section 116(2)(b) of the MFMA.

Should the service provider fail to perform to the satisfaction of Council, and in terms of the service

level agreement, the services of the said service provider may be terminated at the discretion of the Council. If terminated, all relevant documentation is to be handed back to the eThekweni Municipality and NO claims will be made against eThekweni Municipality in respect of outstanding arrangement commissions, fees and / or costs.

In the event of termination due to consistent failure to perform for a period up to 90 days, eThekweni Municipality reserves the right to re-allocate the hand-over files to appointed debt collectors based on performance and at discretion of the Head: Finance Revenue, irrespective of appointed of service.

SCC 22.1 **PENALTIES**

If the service provider fails to perform according to the Service Level Agreement, the council shall, without prejudice to its other remedies under the contract, deduct from the contract price as a penalty of 2% of the order value for the specified period where services are delayed.

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**ADDITIONAL CONDITIONS OF CONTRACT****ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

**ACC2 SERVICE PROVIDER OFFICE REQUIREMENTS**

The service provider must have, for the duration of the contract, a local presence (within the geographical eThekweni boundary) and that also includes the call centre.

**ACC3 WARRANTY OF UNDERTAKING**

- The Attorney acting on behalf of the ETHEKWINI MUNICIPALITY warrants that it shall at all times be registered member of the LPC.
- The Collection agency warrants that it shall at all times be a member of the Council for Debt Collectors.
- Attorneys must ensure compliance with all statutory requirements and applicable legislations.

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

### **SCOPE OF SUPPLY / SERVICES**

The eThekweni Municipality (ETHEKWINI MUNICIPALITY) wishes to appoint panel of **debt collection agencies with specialist attorneys with Revenue management, Debt Collection infrastructure and expertise**, on an as and when required basis, for a period of 36 months, to assist in the rendering of the following services:

### **SPECIFICATIONS**

- 1.1.1 Revenue Analysis and collection of arrear metered service charges from active and in-active customers as identified by the ETHEKWINI MUNICIPALITY.
- 1.1.2 Revenue analysis and collection of arrear un-metered service charges from active and in-active rate payers as identified by the ETHEKWINI MUNICIPALITY.
- 1.1.3 Revenue analysis and collection of arrear sundry charges from customers from active and in-active account holders as identified by ETHEKWINI MUNICIPALITY.
- 1.1.4 Trace and contact debtors handed over with overdue accounts.
- 1.1.5 Arrange reasonable repayment amount and terms in line with the eThekweni Municipality Credit Control and Debt Collection Policy and By-law.
- 1.1.6 Ensure that the debtors deposit the arrear monies into the eThekweni Municipality bank accounts.
- 1.1.7 Have defaulting debtors listed at credit bureaus where allowed in terms of legislation and in consultation with the eThekweni Municipality;
- 1.1.8 Issue summons to defaulting debtors in consultation with eThekweni Municipality
- 1.1.9 Hand back defended matters to Revenue management Unit Municipality Legal and compliance Unit for further handling of the Litigation.
- 1.1.10 Delivery of legal notices related to hand over accounts and do site inspections where needed.
  
- 1.1.11 In terms of the eThekweni Municipality approved Credit Control and Debt Collection Policy and By-law as well as other relevant legislation, the successful tenderer/supplier will be required to as an initial stage to first embark on debt collection processes and doing so exhaust all debt collection measures before proceeding with legal action against debtors.
- 1.1.12 Commission quoted for collection should be market related and take into account initial expenses incurred by the service provider should legal action proceed against debtors whereby initial debt collection processes fail.
- 1.1.13 It is the intention of eThekweni Municipality to award this tender to a minimum of 5 and a maximum of 10 services providers.
- 1.1.14 The lowest bidding price will not necessarily be accepted and ETHEKWINI MUNICIPALITY reserves the right to determine market related rate of commission to be offered to the successful bidders.
- 1.1.15 If the rates of the highest scoring bidder are deemed to be below the market, all acceptable bidders below the market will be offered their own rates. Subsequently, all acceptable bidders above the market may be offered uniform rates which are deemed to be market related as defined by the industry.
- 1.1.16 Debt collection agencies will be responsible for collecting arrear debt derived from metered, un-metered and sundry service charges once they are regarded as due as determined by the municipality.
- 1.1.17 All defended matters shall be returned to Revenue Management for further processing by Legal and compliance.
- 1.1.18 Appointed service providers shall not undertake any litigation related work beyond issuing of summons.

## **2. PROJECT DELIVERABLES/TECHNICAL REQUIREMENTS**

2.1 The Service provider will be required to assist the eThekweni Municipality with the following:

**2.1.1 Customer data verification**

- 2.1.1.1 The ETHEKWINI MUNICIPALITY shall from time to time and in its sole discretion instruct the service provider to collect any debt by delivering to the service provider, electronically or any other form reasonably acceptable, details of debt and debtor details as reflected on the ETHEKWINI MUNICIPALITY financial system to enable the service provider to collect such debt.
- 2.1.1.2 In the event that current debtor information is incorrect or insufficient, service provider is to make use of any legal tracing method or access any relevant external data source to obtain correct debtor details. These details are to be submitted to the ETHEKWINI MUNICIPALITY in order to update records. These will include but not limited to debtors ID number, contact details, email addresses, directors details if company and domicillum address.
- 2.1.1.3 Obtain a list of properties linked to an individual registered at the Deeds office across South Africa.
- 2.1.1.4 Obtain principal links where the consumer is linked to any companies. CIPC reports must be obtained using windeed, deeds web etc. Where applicable, a CIPC search in other provinces may also be necessary, subject to prior authorisation by the Municipality
- 2.1.1.5 Obtain financial status of the individual by using a credit bureau
- 2.1.1.6 Identify strong leads to follow when no new address can be found, including financial associates, co-residents, family members. If strong leads are identified, then full particulars of the persons in question should be provided. Further it may be necessary to undertake court searches of legal documentation e.g. Summonses/applications concerning an individual.
- 2.1.1.7 Provide company statutory information including business registration number, business name, registration date, type of business and registered address
- 2.1.1.8 Obtain active and inactive principals with full information linked to company interest.
- 2.1.1.9 Provide details of all directors as in individual persons
- 2.1.1.10 Verify the existence of a trust as well as obtain trust information including associated trustees and property details. Letters of authority must also be obtained; together with the current trust deed
- 2.1.1.11 Have Credit Bureau relationship/ Data mining capabilities

**2.1.2 Notices**

- 2.1.2.1 The service provider will be required to issue and deliver notices as prescribed by relevant statutory prescriptions for the pre-legal and/or legal notices to clients on handed over accounts.
- 2.1.2.2 Service provider will issue reasonable pro-active reminders including personal contact, demand for payment and opportunity for re-dress in respect of all accounts handed over for collection.
- 2.1.2.3 Service provider will allow sufficient time period for account holder to respond to reminders and / or personal contact.
- 2.1.2.4 The service provider will, in the absence of sufficient response and / or pro-active actions from account holder register "adverse listing" against debtor at Credit Bureau (Written approval from Divisional Head: Revenue).

**2.1.3 Debt Collection**

- 2.1.3.1 The service provider will be required to recover all collectable debts handed over to it by all legal means necessary.
- 2.1.3.2 Trace and contact debtors with overdue accounts for instructions handed over

- 2.2 Identification of indigent debtors in the normal debt collection procedures, not already registered in terms of policy and issue referral to client. (Indigent registration forms and conditions will be made available to all successful TENDERERS).
- 2.3 Agents to assist account holders with resolving of hand-over account enquiries in terms of the ETHEKWINI MUNICIPALITY administrative or credit control procedure.
- 2.4 The collection of arrear payments due to Council, including interest, legal penalties, Value Added Tax and any other arrear amount reflected on the rate payer's hand-over account.

- 2.5 Arrange reasonable repayment amount and terms in line with the EThekwini Municipality Credit Control and Debt Collection Policy and By-law, and advise the EThekwini Municipality in electronic format as prescribed by EThekwini Municipality from time to time.
- 2.6 Ensure that debtors deposit the money into the EThekwini Municipality bank accounts.

### 3 Legal Services

- 3.1.1.1 Bidders must show a large degree of expertise in the field of collections, must have the necessary skills, knowledge and capacity to manage the pre-legal and legal processes
- 3.1.1.2 The service provider will be required to and must be able to take legal action against debtors for the collection of municipal debt on accounts handed over to them. Such actions will include issuing of summons, the obtain of judgements, the issuing of warrants of execution and sale of attached assets.
- 3.1.1.3 In instances where summonses are defended, the bidder will be required to have the necessary knowledge and skills to effectively litigate in both the Magistrate and High Court and represent the EThekwini Municipality in court, as part of the debt collection process. (Such defended matters must be reported to the Head:- Revenue and Head: Legal Services for approval before authority can be given to proceed. Matters defended must at all times be done in conjunction with and support of Legal Services)
- 3.1.1.4 Taking the necessary action against debtors placed under administration or debt review.
- 3.1.1.5 An in-depth knowledge of the liquidation process and insolvency law will further be required in instances of winding up estates for deceased estates and liquidations to limit EThekwini Municipality's exposure and ensure all amounts due to the EThekwini Municipality are collected.\
- 3.1.1.6 An in-depth knowledge of the business rescue process in order to advise the municipality on the various proposals by the business rescue practitioner.
- 3.1.1.7 Prior written approval to be obtained from the Head: Revenue in respect of the following proceedings:
  - 3.1.1.7.1 Issuing of summons
  - 3.1.1.7.2 Blacklisting
  - 3.1.1.7.3 Attachment of movable assets
  - 3.1.1.7.4 Sale in execution of immovable assets
  - 3.1.1.7.5 Defended matters.
  - 3.1.1.7.6 Sequestration or liquidation proceedings
- 3.1.1.8 In terms of remunerations, ETHEKWINI MUNICIPALITY will pay full collection commission on payments made towards the handed over debt and the service provider needs to collect any legal costs directly from the debtor. It is important to note that the service provider will at own risk proceed with legal action against the debtor and any initial legal expenses incurred will remain for the responsibility of the service provider.
- 3.1.1.9 Service provider will record all actions taken against debtor.
  - 3.1.1.10 Report to the EThekwini Municipality any problem areas and/or municipal services and/or account queries raised by consumers
  - 3.1.1.11 Assessing and advising the EThekwini Municipality on the prospects and cost effectiveness of recoverability of debt in terms of applicable legislation;
  - 3.1.1.12 Advise the EThekwini Municipality on possible write-offs
- 3.1.2 **Executive Comprehensive monthly debt collection report**
  - 3.1.2.1 The service provider will be required to submit in electronic format as prescribed by EThekwini Municipality from time to time on the following
    - 3.1.2.1.1 Status of debts handed over
    - 3.1.2.1.2 Detailed action taken
    - 3.1.2.1.3 Debts recovered
    - 3.1.2.1.4 Irrecoverable debts
    - 3.1.2.1.5 Age analysis of the debts
    - 3.1.2.1.6 Number of debtors traced successfully
    - 3.1.2.1.7 Debtors referred to the credit bureau
    - 3.1.2.1.8 General summary of the debtors' report and
    - 3.1.2.1.9 Challenges and recommendation

- 3.1.2.2 The above report will be required to consist of a summary overview as well as report per individual matters handed over to the Service Provider.
- 3.1.2.3 The submission, in electronic format **as prescribed by ETHEKWINI MUNICIPALITY from time to time**, of updated account holders personal contact or related details.
- 3.1.2.4 A quarterly report covering the 1<sup>st</sup> quarter, 2<sup>nd</sup> quarter, 3<sup>rd</sup> quarter and 4<sup>th</sup> quarter covering each financial year period and must detail the following
- 3.1.2.4.1 Consolidated debt collection analysis for the quarter/ year
- 3.1.2.4.2 Recommendations on strategies to be used in the future in managing debts

### 3.1.3 Debt Management system

- 3.1.3.1 The service provider must have capable hardware, software and server capacity to manage the revenue value chain.
- 3.1.3.2 The service provider must make use of a sophisticated computer system to manage the debt collection process on behalf of EThekwini Municipality.
- 3.1.3.3 The service provider must have IT systems that are compatible to the EThekwini Municipality IT system for the purpose of interface, and capable of their staff accessing the EThekwini Municipality software applications.
- 3.1.3.4 Have a Revenue data management system
- 3.1.3.5 Call Centre and Call recording infrastructure
- 3.1.3.6 The successful bidder should have a minimum of 15 dedicated staff members allocated to this tender

## 4 EXTENT OF COLLECTION PROCESS:

- 4.1 Comprehensive debt collection service is required, focusing on the following legislation and policies as amended from time to time.
- The Constitution.
  - National Legislation.
  - Local Government Legislation.
  - By-Laws.
  - Debt Collections and Credit Control Policy.
  - Indigent Policy.
  - ETHEKWINI MUNICIPALITY Resolutions.
- 4.2 The ETHEKWINI MUNICIPALITY will identify accounts to be handed over to appointed service provider **only** after certain internal debt control procedures have been effected. These procedures will include, but will not be limited to, the issue of pre-termination notices, the restriction and/ or suspension of water and/ or electricity supply or any internal collection strategy and/ or incentive implemented by ETHEKWINI MUNICIPALITY.
- 4.3 The service provider must recover all collectable debts by all legal means necessary, use reputable credit bureau where necessary and as well as providing an executive comprehensive monthly debt collection report.
- 4.4 **Allocation of Work**
- 4.4.1 At the initial stage the allocation of work will be distributed equally to all appointed service providers per appointed area of service and thereafter work will be allocated in accordance to the performance of the debt service provider.
- 4.4.2 An SLA will be entered into with all appointed service providers in this regard. The appointed service providers are expected to uphold the service standards articulated in the SLA all the

time. The service providers will be reviewed monthly and quarterly. Service providers that do not meet their contractual obligation may be excluded from further allocation of work.

- 4.4.3 The ETHEKWINI MUNICIPALITY will issue formal instruction to the appointed debt collector to collect such amounts owing to it, as it may decide from time to time. These instructions will include active and in-active accounts.
- 4.4.4 In-active accounts are defined as accounts where the owner of property or tenant vacated premises or sold property and where no active services are levied whilst an arrear amount remained payable.

#### 4. COMMISSIONABLE COLLECTIONS

- 4.1 Commissionable collections will be considered only if the total or adjusted hand over amount on date of hand-over is paid to Council and receipted in the Council's financial system.
- 4.2 Amounts identified by the debt collector, to have been received by Council and deposited into the Councils bank account **more** than 120 days prior to identification, but not yet allocated to the rate payers account **and** where insufficient information is reflected on bank statement to effectively allocate payment to rate payer account.
- 4.3 Amounts collected in terms of **FORMAL DEBT REPAYMENT ARRANGEMENT** as prescribed by the ETHEKWINI MUNICIPALITY will only be commissionable if receipted and if the conditions of agreement are adhered to for the duration of agreement not exceeding the Debt Collection Agency appointment.
- 4.4 Amounts receipted in terms of court order and or judgment.
- 4.5 Amounts receipted in terms of proceeds from "Sale in Execution" of movable or immovable assets.
- 4.6 Collection commission fee based on a percentage commission payable on collections exceeding R300 000,00 per matter payable shall be limited and capped to a maximum of R300, 000.00 per matter.

#### 4.7 But will **exclude**:

- 4.7.1 Any amounts collected by the service provider in excess of the amount actually handed over or adjusted hand over amount even if such excess amount was collected as a result of error on the part of the Council or service provider.
- 4.7.2 Adjusted portion of hand-over account due to administrative, billing or account enquiry error.
- 4.7.3 Accounts withdrawn from hand-over process.
- 4.7.4 Clearance debt in terms of Section 118 of Systems Act (32 of 2000) applied for before or after hand-over for collection, except on special instructions for matters specifically handed over for balances not recovered via Section 118 clearances.
- 4.7.5 Amounts identified by the debt collector, to have been received by Council **less** than 120 days prior to identification but not yet allocated to the rate payers account.
- 4.7.6 Amounts identified by the debt collector, to have been received by Council and deposited into the Councils bank account **more** than 120 days prior to identification, but not yet allocated to the rate payers account **but** where sufficient information is reflected on bank statement to effectively allocate payment to levy payer account.

4.8 **Commissionable collections** will specifically EXCLUDE any amount of capital debt, legal costs, other costs and interest written off and / or adjusted by the ETHEKWINI MUNICIPALITY as an incentive, administrative error or specific circumstance as approved by the ETHEKWINI MUNICIPALITY in terms of delegated authority.

#### 5. LEGAL FEES

- 5.1 Any legal fees incurred for the collection of the amount outstanding, will be the sole responsibility of the service provider and such legal costs will be recovered directly from the customer.
- 5.2 All legal costs incurred where the Bidder instructs its own Attorney to initiate legal action, will be for the Bidder to carry. Legal costs arising from defended matters will be the sole responsibility of the Bidder in its totality.
- 5.3 The scale of fees to be recovered from the customer will be in terms of the tariff of the magistrate's court and High Court, and the costs shall be taxed in terms of the Magistrate Court Rules or if applicable the High Court Rules.



5.4 Therefore, the stamps, fees, costs and charges in connection with any civil proceedings in magistrates' courts shall, as between party and party, be payable in accordance with the scales prescribed by the rules.

## 6 COLLECTION OF PAYMENT

- 6.1 All payments are to be effected by debtors through the available payment methods which include electronic payments via financial institutions, debit orders, E-services, Post Office and any authorized 3<sup>rd</sup> party payment systems or debit and credit cards or cash at the ETHEKWINI MUNICIPALITY pay points.
- 6.2 The service provider will **NOT** be authorized to accept any payment in cash or otherwise from debtors except in legal matters.
- 6.3 Only payments in the name of the ETHEKWINI MUNICIPALITY may be accepted.
- 6.4 In the event of any payment having been made, and such being dishonored for any reason, the ETHEKWINI MUNICIPALITY will debit the debtors account and credit service providers monthly account statement with the commission amount paid in respect of particular payment.
- 6.5 The debt collection agency undertakes that due diligence will be exercised with monies received on legal matters on behalf of ETHEKWINI MUNICIPALITY via its trust account. Any amounts received by the debt collection agency on behalf of ETHEKWINI MUNICIPALITY will ensure that such be paid to ETHEKWINI MUNICIPALITY within 7 days of receipt of such.
- 6.6 No amounts due to the debt service provider by ETHEKWINI MUNICIPALITY may be offset against those amounts collected and due to ETHEKWINI MUNICIPALITY.

## 7 WITHDRAWAL OF INSTRUCTIONS

### 7.1 ETHEKWINI MUNICIPALITY Instructions

7.1.1 The ETHEKWINI MUNICIPALITY may at any time instruct the service provider to cease proceedings against any particular debtor and withdraw any such instruction in respect of the collection of amount owing by any debtor.

7.1.2 The ETHEKWINI MUNICIPALITY will not be required to submit reasons to the service provider for withdrawal instruction.

7.2 The EThekwi Municipality reserves the right to withdraw an instruction which becomes a defended claim, and where there is little prospect of success for the EThekwi Municipality.

### 7.3 Unsuccessful collections

7.3.1.1 After a period of three months from date of collection instruction being issued, the service provider is to return the instruction and all relevant documentation to ETHEKWINI MUNICIPALITY, if **no movement on the process of the recovery is evident on request of ETHEKWINI MUNICIPALITY**, or if no satisfactory arrangement has been concluded with debtor to pay outstanding debt.

7.3.1.2 The ETHEKWINI MUNICIPALITY shall be entitled to call for reasons from the service provider as to why no collection of debt was achieved and the service provider shall be obliged to furnish such reasons to the ETHEKWINI MUNICIPALITY.

7.3.1.3 The ETHEKWINI MUNICIPALITY reserves the right to request documented proof of action taken in the collection process at any given time. Should the service provider refuse and or neglect to provide the necessary proof as aforementioned, the ETHEKWINI MUNICIPALITY reserves the right to remove such instruction from the service provider without further notice.

7.3.1.4 In the event of unsuccessful collections, the ETHEKWINI MUNICIPALITY reserves the right to re-allocate the hand-over files to appointed debt collectors based on performance and at discretion of the Divisional Head Income, irrespective of appointed area of service.

## 8 ADDITIONAL CONDITIONS

8.1 The service provider once appointed, by acting as agents for the EThekwi Municipality, will be required to heed the principles and conditions of the legislation and policy, at all times when dealing with debtors

8.2 The service provider will refrain from having any contact or dealings with accountholder as from the date the withdrawal instruction is issued by ETHEKWINI MUNICIPALITY, defended matter is handed over to ETHEKWINI MUNICIPALITY or if file is returned due to unsuccessful collection.

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- 8.3 The service provider will have no claim against any collections or payments made after the date of withdrawal of hand-over instruction.
  - 8.4 The ETHEKWINI MUNICIPALITY will not be liable for the payment of ANY costs incurred by the service provider up to the time of withdrawal of instruction.
  - 8.5 The Council may, at its sole discretion, amend or temporarily suspend any of the collection processes, without any compensation in respect of uncollected debt payable to service provider.
  - 8.6 It is a requirement of this tender that debtors be treated humanely and with utmost empathy. The dignity of the debtors must be upheld at all times. Failure to uphold this requirement by a service provider will be seen as a breach of contract.
  - 8.7 The EThekwini Municipality expects a high standard of delivery and that all reasonable steps to recover the debt as speedily, cost effectively and appropriately as possible, will be instituted timeously and without undue delay. It is expected that the bidder must have traced the debtor and notify the debtor that the service provider will be collecting the outstanding debt on behalf of the EThekwini Municipality within 2 months of receipt of an instruction.
  - 8.8 Service provider will not accept work from the Council if and when the Debtor is the client of the service provider; so as to avoid a conflict of interest.
  - 8.9 The service provider must be fully insured against all accidents or misfortunes including death of or injury to persons and / or loss or damage to property arising out of the condition or execution of any work in terms of this tender.
  - 8.10 The ETHEKWINI MUNICIPALITY reserves its right, to withdraw an account from the service provider at no cost to the ETHEKWINI MUNICIPALITY if the instruction was given due to an administration error on the part of ETHEKWINI MUNICIPALITY.
  - 8.11 The service provider will at all times observe and confirm account holder's identity when entering into an arrangement and keep record of power of attorney.
  - 8.12 The service provider will at all times furnish the debtor with written proof of acceptable arrangement entered into after confirmation was received of payment.
  - 8.13 The service provider is only authorized to comment on the specific amount handed over and not to create an expectation to the debtor for possible reconnection or other outstanding amounts not allocated to the specific debt collector.
  - 8.14 The award is subject to the signing of a Service Level Agreement between the successful bidder/s and the EThekwini Municipality.
  - 8.15 The successful bidder must supply its own resources in respect of offices, personnel, vehicles and equipment required.
  - 8.16 Sequestration or liquidation proceedings must be a very last resort, and the Bidder must establish that the Debtor has sufficient assets to cover claims.

## 9 COMPUTER LINK

- 9.1 The appointed service provider shall obtain a suitable electronic link between the ETHEKWINI MUNICIPALITY's Financial system or Application and the computer system operated by the collection agent, to enable the ETHEKWINI MUNICIPALITY to transmit instructions to the collection agent electronically.
- 9.2 The service provider will ensure that their computer systems are compatible, in all aspects, with the system of the ETHEKWINI MUNICIPALITY and they will abide by the ICT policies.
- 9.3 The computer link will further be utilized for:
  - To verify balance outstanding on any account in respect of which a hand-over instruction has been issued.
  - To ascertain whether or not payments have been made by account holder.
  - To verify current debtor's personal details.
  - To ascertain whether the debtor has made any settlement arrangements with the ETHEKWINI MUNICIPALITY.
  - To obtain such relevant account information as may be required in order to address account disputes and or enquiries.
  - To capture notes with reference to every dealings with the debtor, which includes but is not limited to details of contact(date &Time), promise to pay details, follow up calls, down payment requirements, period of arrangements and other details necessary to record per file.
  - To download account reconciliations(BP108)

**10. AREA OF SERVICE**

10.1 The Council reserves the right to appoint any bidder for any service delivery area within the area of jurisdiction of the ETHEKWINI MUNICIPALITY and the bidder accepts the fact that it may not be appointed for a specific area(s).

**11. ADMINISTRATIVE OFFICE**

11.1 The successful bidder must have an administrative/ satellite office within the area of appointment of ETHEKWINI MUNICIPALITY to manage customer enquiries.

**12. CONDUCT OF SERVICE PROVIDER**

12.1 The information supplied by the ETHEKWINI MUNICIPALITY or obtained by the service provider shall not be used by the service provider for any other purpose other than for the collection of the outstanding debt.

12.2 The service provider shall ensure that the ETHEKWINI MUNICIPALITY is not prejudiced or projected in an unfavorable manner and shall at all times act within the ambit of the law, the ETHEKWINI MUNICIPALITY credit control policy and maintain acceptable customer care standards.

**13. STATISTICAL DATA**

The following statistical information is made available for reference purposes only and will not be an indication of the actual extent of supply.

No. of Accounts	0-30 days	31-60 days	61-90 days	Total

**14. PROGRESS REPORTING**

- 14.1. Weekly / Monthly reports by the service provider must be in the format as prescribed by the Head Revenue.
- 14.2. These reports must be submitted by the service provider by the 10<sup>th</sup> working day by each and every month, or on a weekly basis, as requested.
- 14.3. Reports to be submitted by service provider in respect of Current Debt, Inactive Debt, Businesses and Residential Debt.
- 14.4. All required reports as specified from time to time must be addressed to the Head Revenue.
- 14.5. Regular feedback is required on outstanding matters not collectable.
- 14.6. The responsible management team of the successful bidder is required to meet monthly with Deputy Head Arrears and the respective credit control and debt collection Managers.
- 14.7. All verified debtor information including telephone numbers, addresses, names (deed searches), identification numbers must be supplied to the ETHEKWINI MUNICIPALITY in electronic monthly reports to update the necessary information on the ETHEKWINI MUNICIPALITY system. The successful bidder may be required to change, at own cost, existing management report formats at the request of the Municipality.

**15 FORMALIZED RELATIONSHIP BETWEEN THE DEBT COLLECTION AGENCY AND THE ATTORNEY**

- 15.1 A debt collection agency must have an attorney working for the agency or must have a formalized relationship with an attorney for handling of all legal matters arising from handover accounts and representing the Council in court.
- 15.2 The attorney must have a right to appear in High court, and must submit a certificate that they have a right to appear in the High court.
- 15.3 The relationship referred to above must be in the form of one of the following:
  - 15.3.1 Consortium.
  - 15.3.2 Partnership.
  - 15.3.3 Joint Venture.
- 15.4 **Subcontracting is not allowed**

**16 INSURANCE**

- 16.1 The successful bidders shall be required to submit Professional Indemnity insurance to the ETHEKWINI MUNICIPALITY before the commencement of work to the value of R10 000 000.

**17 WARRANTIES**

- 17.1 The Attorney acting on behalf of the ETHEKWINI MUNICIPALITY warrants that it shall at all times be registered member of the LPC.
- 17.2 The Collection agency warrants that it shall at all times be a member of the Council for Debt Collectors.
- 17.3 **Should legislation be amended to include attorneys to be required to register and be member of the Council for Debt Collectors, such attorneys shall ensure immediate compliance with any statutory requirements.**

**18 EXTENT OF CONTRACT**

- 18.1 The ETHEKWINI MUNICIPALITY will not be obliged to provide the Bidder with pre-determined quota or any number of instructions during any given period.
- 18.2 **The EThekwini Municipality cannot guarantee the extent of the supply, or the volume of work to be carried out, as this tender comprises both assignment of specific tasks and ad-hoc allocations. Bidders must note that demand variations in the required services will dictate the volume and frequency of the work required.**

**19 TERMINATION**

- 19.1 The contract will terminate on completion of contract period or upon written notification by the EThekwini Municipality due to non-performance of the debt collector.
- 19.2 NO commission or fees will be payable in respect of any collection made or payment received after the termination date of contract, except on matters where the legal process have been initiated before the end of the contract, specifically the summons process and subsequent processes, thereafter regular progress reporting will be required and where no acceptable progress is not evident, the matter may be withdrawn with no further notice and expense to EThekwini Municipality.
- 19.3 The service provider will hand over all relevant material, progress reports and files in respect of unresolved matters on termination date.
- 19.4 Should the service provider fail to perform to the satisfaction of Council, and in terms of the service level agreement, the services of the said service provider may be terminated at the discretion of the Council. If terminated, all relevant documentation is to be handed back to the EThekwini Municipality and NO claims will be made against EThekwini Municipality in respect of outstanding arrangement commissions, fees and / or costs.
- 19.5 In the event of termination due to failure to perform EThekwini Municipality reserves the right to re-allocate the hand-over files to appointed debt collectors based on performance and at discretion of the Head: Finance Revenue, irrespective of appointed of service.

**20 PROCESS AND CAPABILITY PROPOSAL**

- 20.1 Bidders are required to submit full details on the following collection processes and capabilities:
- 20.1.1 Access to external debtor data information with clear distinction between Government, Provincial, Municipal and Private Sector data basis.
  - 20.1.2 Proposed methodology to be applied in respect of Pre-Legal and Legal Process.
  - 20.1.3 Legal capabilities.
  - 20.1.4 Anticipated time-frames in respect of all collection processes.
  - 20.1.5 Call Centre capabilities.
  - 20.1.6 Availability of bidder enquiry staff within EThekwini Municipality area of jurisdiction.
  - 20.1.7 Network and computer systems to be deployed.
  - 20.1.8 Previous experience in debt collection matters.
  - 20.1.9 Capacity, skills and experience.
  - 20.1.10 Detailed proposal on composition of team specifically allocated towards this bid with relevant qualifications.

## **SECTION 8: SCHEDULE OF RATES**

The Commission rate or percentage is a service charge assessed by the debt collector for debt collection services to eThekweni Municipality for the 3-year period. The commission rate or percentage will be fixed within the debt threshold per service order over the performance period agreed upon. All tenderers to quote on all three (3) categories as per schedule of rates (section 8). The proposed percentage of the commission should be at the diminishing rate with the highest rate proposed for category 1.

Item	Description (Collection per Categories)	Unit of Measure	PERCENTAGE COMMISSION PROPOSAL
1	Commission Category 1 (R001-R501mil)	Percentage	
2	Commission Category 2 (> R501mil – R1billion)	Percentage	
3	Commission Category 3 (> R1billion)	Percentage	

**SECTION 9 : OFFICIAL TENDER FORM**

**Part A: OFFER BY TENDERER** - In response to **Tender Number : 1F-22236** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

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

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

**Completion of the following is compulsory. Failure to declare the following will invalidate your offer.**

**Declaration of Interest**

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship				
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship				

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

\* Signature :

\* Name (*capitals*):

Date:

Capacity:

\* Name of Business:

Tel:

Address:

Fax:

\* Denotes Mandatory Information

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

**Part B: ACCEPTANCE BY PURCHASER** - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (*capitals*):

Date:

Capacity:

**SECTION 10: ANNEXURES A****DECLARATION OF STAFF COMPLIMENT**

NAME OF THE BIDDER: \_\_\_\_\_

1F-22236 : PANEL OF DEBT COLLECTION AGENCIES FOR A PERIOD OF 36 MONTHS.

Do you currently have a minimum staff compliment of 50 Call centre Agency in your entity ?

YES	NO
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*\* If you have answered YES to the above question, please provide full details in the table below.*

1. The bidder declares that the information contained herein is true and correct.
2. The bidder acknowledges that eThekweni Municipality reserves the right to verify the information contained therein and if found to be false or incorrect will be regarded as misrepresentation in terms of the SCM policy and the bidder will be disqualified.

**SIGNATURE BY THE BIDDER**

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ Full name \_\_\_\_\_

Designation \_\_\_\_\_

