



INVITATION FOR SERVICE PROVIDERS TO PROVIDE BANKING SERVICES FOR uMGUNGUNDLOVU DISTRICT MUNICIPALITY

Enquiries: Ms. Nosisa Gixane: **E-Mail:** nosisa.gixane@umdm.gov.za

SUBMISSION OF PROPOSALS DEADLINE

Date: 30 June 2023

Time: 12h00

**Venue: uMgungundlovu District Municipality Offices
242 Langalibalele Street
Pietermaritzburg**

| | |
|-----------------------------|----------------|
| Name of Organisation | |
| Physical Address | Street Address |
| | Suburb |
| | City |
| | Province |
| | Postal Code |
| Contact Person | |
| Telephone No. | |
| E-Mail Address | |
| Tender Price | |
| CSD Registration No. | |

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TENDER ADVERT
uMGUNGUNDLOVU DISTRICT MUNICIPALITY

INVITATION FOR SERVICE PROVIDERS TO PROVIDE BANKING SERVICES FOR uMGUNGUNDLOVU DISTRICT MUNICIPALITY

TENDER NO. 07/2023

The uMgungundlovu District Municipality invites banks registered in terms of the Banks Act of 1990 (Act No 94 of 1990), to submit proposals described in the terms of reference contained in this proposal, for a period of 5 years. The proposal will be the basis for subsequent contract negotiations and ultimately the entering into a service level agreement with the preferred tenderer.

Tender documents can be downloaded from the municipal website at www.umdmd.gov.za and or www.etenders.gov.za or alternatively can be collected from offices of the Cashier at the uMgungundlovu District Municipality, 242 Langalibalele Street, Pietermaritzburg. If tenders are collected, a non-refundable tender deposit of R150.00 is payable to the uMgungundlovu District Municipality. Any queries can be directed to Ms. Nosisa Gixane via email nosisa.gixane@umdmd.gov.za. A Compulsory Briefing Session will be held on 31 May 2023 at 10h00, at the uMgungundlovu District Municipality, D12 Boardroom, 242 Langalibalele Street, Pietermaritzburg. Non-attendance at the Compulsory Briefing Session will render any submission invalid.

Tender submissions must be properly bound and must be placed in the tender box situated on the ground floor of the uMgungundlovu District Municipality, 242 Langalibalele Street, Pietermaritzburg, before 12h00 on 30 June 2023, in a sealed envelope which is clearly marked with the Tender Number and Tender Description. Late quotations or Tenders received by way of Facsimile or E-Mail will under no circumstances be considered.

All eligibility criteria must be furnished accordingly, where mandatory or applicable. Tenderers will thereafter be evaluated on price and preference. Tenderers that qualified in terms of the eligibility criteria will then be evaluated in terms of the 80/20 preference point system as prescribed in terms of the Preferential Procurement Regulations 2022.

Tenderers are required to submit proof of their valid bank license and their license issued by the national credit regulator, any license issued to the tenderer by the Financial Services Board (FSB), or any other body or institution. All copies of certificates must be certified.

Tenderers are required to submit a minimum of five written testimonials from either Grade 4 (or higher) level Municipalities or companies whose turnover exceeds R200 Million p.a. to substantiate their ability to undertake the required services.

Tenderers are required to have a banking institution corporate branch situated within Pietermaritzburg, where all the municipal bank accounts both current and future will be maintained.

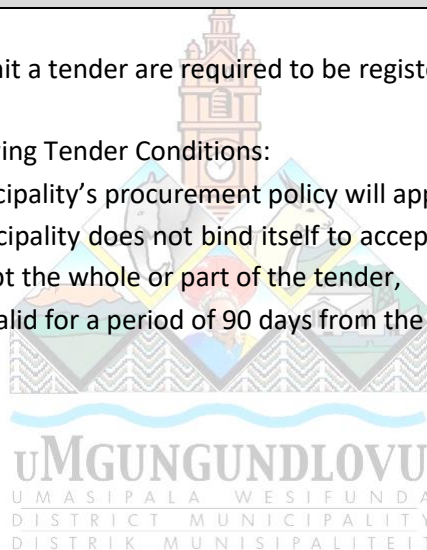
The 80/20 preference point system in terms of the municipality's SCM Policy will be applicable as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS (20 Points) | |
| - Gender – ≥ 51%Woman Owned (HDP) | 5 |
| - Disability (HDP) | 5 |
| - Locality – Officed based in uMgungundlovu District | 10 |
| Total points for Price and SPECIFIC GOALS | 100 |

All service providers intending to submit a tender are required to be registered on the Central Supplier Database.

Tenderers shall take note of the following Tender Conditions:

- uMgungundlovu District Municipality's procurement policy will apply,
- uMgungundlovu District Municipality does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender,
- Tenders submitted are to be valid for a period of 90 days from the closing date for submissions of tenders.



Mrs. N Mkhize
Acting Municipal Manager
uMgungundlovu District Municipality

uMGUNGUNDLOVU DISTRICT MUNICIPALITY

BANKING SERVICES – 07/2023

FORM OF OFFER

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for:

BANKING SERVICES – 07/2023

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....
..... Rand (in words);
R..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data. In the case of any discrepancy between the amount in words and the amount in figures, then the amount in words shall govern.

| | |
|------------------|--|
| Signature | |
| Name | |
| Capacity | |
| Name of Tenderer | |

Name and
Signature of

Witness..... Date

FORM OF ACCEPTANCE

(To be completed by the Employer)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the tenderer the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part 1 Agreements and tender document, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work
- Part 4 Briefing Session
- Part 5 Service Level Agreement

and any drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

Deviations from and amendments to the documents listed in the tender document and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the Record of Addendum attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the tender document) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

FOR OFFICIAL USE ONLY:

| | | | |
|---------------------|-------------------------------------|-------------------------|--|
| NAME | | SIGNATURE | |
| DATE | | | |
| CAPACITY (tick one) | Municipal Manager | Chief Financial Officer | |
| FOR THE EMPLOYER | uMGUNGUNDLOVU DISTRICT MUNICIPALITY | | |
| NAME OF WITNESS | | SIGNATURE | |

**INVITATION TO BID – MBD 1
PART A**

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMGUNGUNDLOVU DISTRICT MUNICIPALITY | | | | | |
|---|-----------------------------|---------------|--------------|---------------|-------|
| BID NUMBER: | 07/2023 | CLOSING DATE: | 30 JUNE 2023 | CLOSING TIME: | 12h00 |
| DESCRIPTION | TO PROVIDE BANKING SERVICES | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 242 Langalibalele Street, Pietermaritzburg

| SUPPLIER INFORMATION | | | | | |
|---|---|--|--|--|--|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | | TOTAL BID PRICE | | R |
| SIGNATURE OF BIDDER | | | DATE | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| DEPARTMENT | SCM | | DEPARTMENT | FINANCE | |
| CONTACT PERSON | Mrs. Nonhlanhla Mbanjwa | | CONTACT PERSON | Ms. Nosisa Gixane | |
| E-MAIL ADDRESS | mbanjwanp@umdm.gov.za | | E-MAIL ADDRESS | nosisa.gixane@umdm.gov.za | |

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.


**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

DECLARATION OF INTEREST – MBD 4

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 any 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 | Full Name of Bidder/ Representative | |
| 3.2 | Identity Number | |
| 3.3 | Position Held in Company E.g. Director | |
| 3.4 | Company Registration Number | |
| 3.5 | Tax Reference Number | |
| 3.6 | VAT Registration Number | |

| | | | |
|--------|--|-----|----|
| 3.7 | The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. | | |
| 3.8 | Are you presently in the service of the State? | Yes | No |
| 3.8.1 | If so, furnish particulars | | |
| |  | | |
| 3.9 | Have you been in the service of the state for the past twelve months? | Yes | No |
| 3.9.1 | If so, furnish particulars | | |
| | | | |
| 3.10 | Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? | Yes | No |
| 3.10.1 | If so, furnish particulars | | |
| | | | |

| | | | |
|--------|---|-----|----|
| 3.11 | Are you aware of any relationship (family, friend, other) between bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? | Yes | No |
| 3.11.1 | If so, furnish particulars | | |
| | | | |
| 3.12 | Are any of the company's director, managers, principle shareholders or stakeholders in service of the state: | Yes | No |
| 3.12.1 | If so, furnish particulars | | |
| | | | |
| 3.13 | Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state? | Yes | No |
| 3.13.1 | If so, furnish particulars | | |
| | | | |
| 3.14 | Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? | Yes | No |
| 3.14.1 | If so, furnish particulars | | |
| | | | |

4. Full details of directors / trustees / members / shareholders. (TO BE FULLY COMPLETED)

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

***MSCM Regulations: “in the service of the state” means to be –**

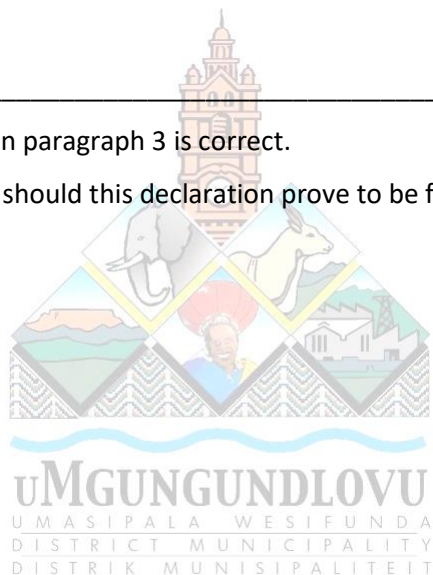
- (a) A member of –
 - (i) any municipal council:
 - (ii) any provincial legislature: or
 - (iii) the national Assembly or the national Council of provinces:
- (b) a member of the board of directors of any municipal entity
- (c) an official of any municipality or municipal entity
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act 1999 (Act N° 1 of 1999):
- (e) a member of the accounting authority of any national or provincial public entity: or
- (f) An employee of Parliament or a provincial legislature

5. DECLARATION

I, the undersigned (name) _____,

certify that the information furnished in paragraph 3 is correct.


I accept that the State may act against should this declaration prove to be false.



| | | | |
|---------------------|--|---------------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION – MBD 5

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

| | | | |
|-----|--|-----|----|
| 1. | Are you by law required to prepare annual financial statements for auditing? | Yes | No |
| 1.1 | If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. | | |
| | | | |
| 2. | Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? | Yes | No |
| 2.1 | If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. <i>* Delete if not applicable</i> | | |
| 2.2 | If yes, provide particulars. <i>* Delete if not applicable</i> | | |
| |  | | |
| 3. | Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? | Yes | No |
| 3.1 | If yes, furnish particulars | | |
| | | | |
| 4. | Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? | Yes | No |
| 4.1 | If yes, furnish particulars | | |
| | | | |

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

PREFERENCE POINTS CLAIM FORM – MBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| Gender – ≥ 51% Woman Owned (HDP) <i>Proof: CIPC Certificate plus copy of ID Document</i> | 5 | |
| Disability (HDP) <i>Proof: Medical Certificate</i> | 5 | |
| Locality – Officed based in uMgungundlovu District. <i>Proof: Municipal Account or Letter from Councillor</i> | 10 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

UMGUNGUNDLOVU
DISTRICT MUNICIPALITY
DISTRIK MUNISIPALITEIT

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

1. This Municipal Bidding Document must form part of the bids invited.
2. 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. The bid of any bidder may be rejected if that bidder or any of its directors have:
 - (a) abused the municipality's / municipal entity's supply chain management system or committed an improper conduct in relation to such system;
 - (b) been convicted for fraud or corruption during the past five (5) years;
 - (c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five (5) years, or
 - (d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

| Item | Question | Response | |
|-------|--|--|---------------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-3265445) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five (5) years? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars | | |

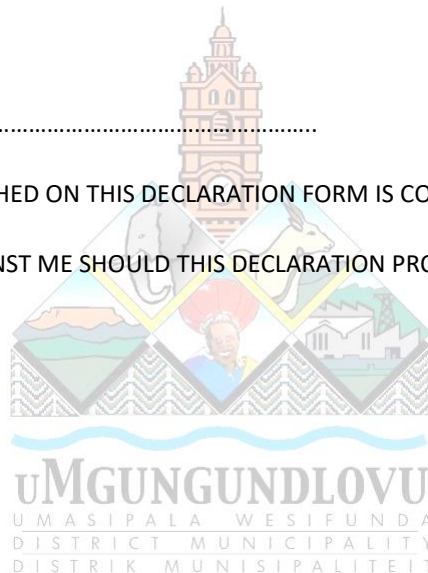
| | | | |
|-------|---|--|---------------------------------------|
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxed or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity that is in arrears for more than three (3) months? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of the State terminated during the past five (5) years on account of failure to perform on or comply with the contract? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4.5.1 | If so, furnish particulars | | |

CERTIFICATION

I, THE UNDERSIGNED (Name)

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

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



| | | | |
|---------------------|--|---------------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

CERTIFICATE OF INDEPENDENT BID DETERMINATION – MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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 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 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

| | |
|-----------------------------------|-------------------------------------|
| Bid Number and Description | |
| Municipality | uMgungundlovu District Municipality |

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

I certify, on behalf of:

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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



| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

The tenderer is to affix to this page either:

- 1) Proof that they are not in arrears for more than 90 days (30 days if the tender price exceeds R10 Million) with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. **Attach latest municipal account statement behind this page. The statement must not be older than three months from the close of this tender.**; or
- 2) Signed copy of the lease agreement if the tenderer is currently leasing premises and not responsible paying municipal accounts **together with a letter/statement from the landlord** (not older than three months from the close of this tender) stating that no levies are in arrears (*only if applicable*); or
- 3) An affidavit signed and stamped by a Commissioner of Oaths stating that **the business** is not required to pay municipal charges and providing for the reasons thereof (*only if applicable*). In cases where **the business** resides in an area that does not pay for municipal rates and taxes and municipal service charges, a letter from the **Ward Councillor**, must be submitted together with the affidavit.

Note:

- The tender hereby acknowledges that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners.
- It is the responsibility of the service provider to ensure that the statement/proof of municipal good standing being submitted includes proof that the account is not more than 90 days (30 days if the tender price exceeds R10 Million) in arrears.
- For service providers with more than one office branch, the proof of municipal account provided must reflect that of the nominated branch which will undertake the required works.
- Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
- Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, this tender will no longer be considered for the award of the contract.
- Statements, letters, and affidavits must not be older than three months from the closing date of this tender.

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

| A Company | B Partnership | C Joint Venture | D Sole Proprietor | E Close Corporation |
|--------------|------------------|--------------------|----------------------|------------------------|
| | | | | |

A. Certificate for Company

I,, chairperson

of the board of,

hereby confirm that by resolution of the board (copy attached) taken on

..... 20...., Mr/Ms

acting in the capacity of, was authorised to sign all documents in connection with this tender for Contract No 07/2023 and any contract resulting from it on behalf of the company.

As witnesses:

1.

2.

Chairman:

Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as

....., hereby authorise

Mr/Ms, acting in the capacity of

....., to sign all documents in connection with this tender for

Contract No 07/2023 and any contract resulting from it on our behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with this tender for Contract No. 07/2023 and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

| Name of Firm | Address | Authorising Name and Capacity | Authorising Signature |
|---------------|---------|-------------------------------|-----------------------|
| Lead Partner: | | | |
| | | | |
| | | | |
| | | | |

D. Certificate for Sole Proprietor

I,, hereby confirm that I am

the sole owner of the business trading as

As witnesses:

1.

Sole Owner:

2.

Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as

....., hereby authorise Mr/Ms

acting in the capacity of, to sign all to sign all documents in connection with this tender for Contract No 07/2023 and any contract resulting from it on our behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

SCHEDULE OF PROPOSED SUB-CONTRACTORS

The Tenderer shall list below any Sub-Contractors he wishes to employ to carry out part(s) of the Work.

The acceptance of his tender shall not be construed as approval of all or any of the listed Sub-Contractors. Should any or all of the Sub-Contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender. Furthermore, the tendered unit rates for the various items of work shall remain final and binding.

| No. | PROPOSED SUB-CONTRACTORS | PART OR TYPE OF WORK | ADDRESS OF PROPOSED SUBCONTRACTOR | CONTACT DETAILS | VALUE OF WORK (R) |
|---|--------------------------|----------------------|-----------------------------------|-----------------|-------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| TOTAL VALUE OF WORKS TO BE SUB-CONTRACTED | | | | | R |

Bidders are requested to furnish certified copies of the proposed subcontractor's CK Certificate, copy of latest municipal statement, BEE Rating Certificate as well as certified copies of the owners' Identity Documents along with this tender.

SIGNED ON BEHALF OF TENDERER:

EXPERIENCE OF TENDERER

The following is a statement of work in Banking Services for Grade 4 (or higher) level Municipalities in South Africa or companies whose turnover exceeds R200 Million p.a. successfully executed by myself / ourselves within the past 5 years:

| EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER | DESCRIPTION OF WORK | VALUE OF WORK (inclusive of VAT) | COMPLETION DATE |
|---|---------------------|-------------------------------------|--------------------|
| (Client) | | | |
| (Contact Person) | | | |
| (tel.) | | | |
| (email) | | | |
| (Client) | | | |
| (Contact Person) | | | |
| (tel.) | | | |
| (email) | | | |
| (Client) | | | |
| (Contact Person) | | | |
| (tel.) | | | |
| (email) | | | |
| (Client) | | | |
| (Contact Person) | | | |
| (tel.) | | | |
| (email) | | | |

A separate schedule, clearly referenced, may be inserted here.

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

DATE:

EXPERIENCE OF TENDERER (Cont.)

The following is a statement of work in Banking Services for Grade 4 (or higher) level Municipalities in South Africa or companies whose turnover exceeds R200 Million p.a. successfully executed by myself / ourselves within the past 5 years:

| EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER | DESCRIPTION OF WORK | VALUE OF WORK (inclusive of VAT) | COMPLETION DATE |
|---|---------------------|-------------------------------------|--------------------|
| (Client) | | | |
| (Contact Person) | | | |
| (tel.) | | | |
| (email) | | | |
| (Client) | | | |
| (Contact Person) | | | |
| (tel.) | | | |
| (email) | | | |
| (Client) | | | |
| (Contact Person) | | | |
| (tel.) | | | |
| (email) | | | |
| (Client) | | | |
| (Contact Person) | | | |
| (tel.) | | | |
| (email) | | | |

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

DATE:

REFERENCE LETTERS

Bidders must have **specific experience** {Banking Services for Grade 4 (or higher) level Municipalities in South Africa or companies whose turnover exceeds R200 Million p.a.} and submit minimum of 5 recent written references (in a form of written proof/(s) on organization's letterhead including relevant contact person, **nature of service, contract amount, commencement date, end date**, and contact details) of similar work undertaken.

Reference Letters must make reference to the nature of the works/services undertaken as well as the total value of the works executed by the bidder.

Reference Letters are to be signed by the referee (either the Director/Manager of the firm/entity or their delegated official) and dated.

Bidders are to note that appointment letters/purchase orders will not be accepted in lieu of reference letters.

Attach Letters of Reference to this page.



| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

RECORD OF ADDENDA

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

Communications regarding the revision of this tender document can be also be viewed on the following websites:
www.etenders.treasury.gov.za or www.umdm.gov.za under SCM > Tender.

| NO | DATE | TITLE OR DETAILS |
|----|------|------------------|
| 1. | | |
| 2. | | |
| 3. | | |



Attach additional pages if more space is required.

Failure to acknowledge any addendum released by uMgungundlovu District Municipality will result in your tender submission being declared non-responsive and consequently disqualified.

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

ELIGIBILITY CRITERIA

Tender offers will only be accepted if:

1. The tenderer must be compliant in their tax matters with the South African Revenue Services (SARS).
2. The Form of Offer is completed and signed.
3. The tenderer has attended the Compulsory Briefing Session.
4. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector.
5. The tenderer has not:
 - i. abused the Employer's Supply Chain Management System; or
 - ii. failed to perform on any previous contract and has been given a written notice to this effect.
6. The tenderer is registered on the Central Supplier Database.
7. The tenderer is not in arrears for more than 90 days (30 days if the tender price exceeds R10 Million) with municipal rates and taxes and municipal service charges.
8. Tenderers submit proof of their valid bank licence and their license issued by the national credit regulator, any licence issued to the tenderer by the Financial Services Board (FSB), or any other body or institution. All copies of certificates must be certified.
9. Tenderers submit a minimum of five written testimonials/references from Grade 4 (or higher) level Municipalities in South Africa or companies whose turnover exceeds R200 Million p.a. to substantiate their ability to undertake the required services.
10. The tenderer currently has a corporate branch situated within Pietermaritzburg.
11. The following schedules are fully completed and signed:
 - i. Invitation to bid – MBD 1
 - ii. Declaration of interest – MBD 4
 - iii. Declaration for procurement above R10 million – MBD 5
 - iv. Declaration of bidder's past supply chain management practices – MBD 8
 - v. Certificate of independent bid determination – MBD 9
 - vi. Proof of good standing with municipal accounts
 - vii. Authority for signatory
 - viii. Record of addenda

COMPANY PROFILE

Bidders are required to submit a Company Profile that records evidence of previous work which substantiate their ability to undertake specific tasks.

The Company Profile must include the following items:

- Company Registration Documents (CICP)
- VAT Registration Certificate
- Proof of Experience in the Industry
- **Proof of Locality of Registered Offices**
- Letter of Good Standing (COIDA) and proof of good standing with the Unemployment Insurance Fund (UIF) – if applicable
- OHS Policy
- Quality Management Plan (if any)
- **Audited Financial Statements for the last 3 years**
- **Memorandum and Articles of Association**
- **Company structure and company profile.**
- **Tenderers are to furnish full details of its ownership and shareholding details.**
- **Banking licence.**
- **Any license issued by the Financial Services Board (FSB), or any other body or institution.**
- **License issued by the national credit regulator.**
- **Proof of compliance with the Employment Equity Act.**



Please note that all copies of qualifications must be certified. Copies of certified documents will not be accepted.

Attach Company Profile to this page.

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

CENTRAL SUPPLIER DATABASE REGISTRATION

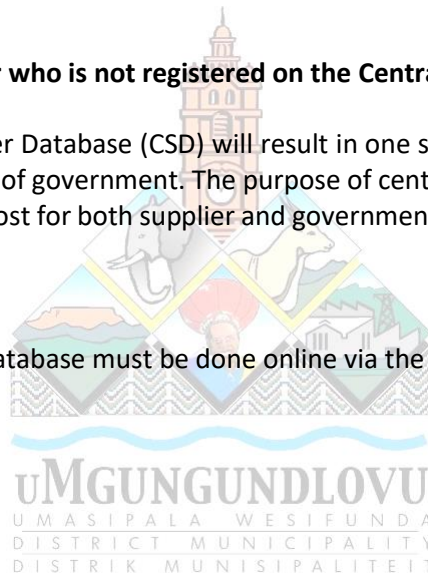
| | |
|-------------------------|--|
| Name of Tenderer | |
| Supplier Number | |

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>



| | | | |
|---------------------|--|---------------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

SCHEDULE OF ALTERNATIVES

Should the Tenderer not be able to meet any requirement of the Tender Documents, he shall state below:

| Page and Item | Alteration Proposed by Tenderer | Accepted/Rejected by uMDM |
|---------------|---------------------------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

- Any items that are to be considered as an alternative **MUST** be reported to the municipality not later than 7 working days from the closing date.
- The municipality must then confirm or reject the alternative in writing. If the municipality fails to respond in writing prior to the close of the tender, the bidder must then consider the alternative as being rejected. Correspondence from the municipality in response to the application must be appendaged behind this page.


UMGUNGUNDLOVU
 U M A S I P A L A W E S I F U N D A
 D I S T R I C T M U N I C I P A L I T Y
 D I S T R I K M U N I S I P A L I T E I T

| | | | |
|---------------------|--|---------------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

NOTICE OF COMPULSORY BRIEFING SESSION

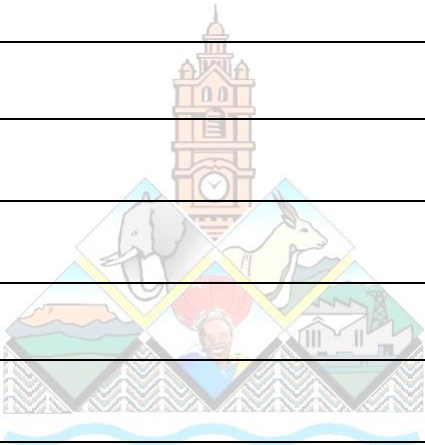

A compulsory briefing session will be held on **31 May 2023 at 10h00**.

The meeting point for the Briefing Session will be at the D12 boardroom, 242 Langalibalele Street, Pietermaritzburg.

Compulsory Briefing Session Certificate

It is hereby certified that I have attended the Compulsory Briefing Session and have satisfied myself of the conditions and circumstances which may influence the Works and the cost thereof.

(Print clearly)

| | |
|---------------------------------|--|
| NAME OF REPRESENTATIVE | |
| ON BEHALF OF TENDERER | |
| ADDRESS |  |
| | |
| | |
| | |
| TELEPHONE NUMBER |  |
| SIGNATURE (FOR TENDERER) | |

FOR OFFICIAL USE ONLY

| | |
|---|----------------------------|
| I CONFIRM THAT THE TENDERER WAS PRESENT AT THE COMPULSORY BRIEFING SESSION | OFFICIAL DATE STAMP |
|---|----------------------------|

SCOPE OF WORKS

1. INTRODUCTION

The uMgungundlovu District Municipality (UMDM) invites banks registered in terms of the Banks Act of 1990 (Act No 94 of 1990), to submit proposals described in the terms of reference contained in this proposal. The proposal will be the basis for subsequent contract negotiations and ultimately the entering into of a service level agreement with the preferred tenderer.

In terms of section 7 of the Municipal Financial Management Act (Act No 56 of 2003) (MFMA) and regulation 30 of the Municipal Supply Chain Management Regulations, a municipality is required to advertise for banking services inviting competitive proposals from the commercial bankers every five years. All banks providing commercial banking services will be evaluated using the criteria and guidelines set out in this document clarification of the proposal.

The following transactions relate to the **Primary Bank Account**:

- Receipts of all revenue due to the Municipality.
- Receipts of all interest income received by the Municipality on its investments.
- Receipts of all monies collected by other external mechanism(s) on behalf of the Municipality.
- Payment/settlement of municipal costs relating to goods and services via electronic transfers and/or debit orders.

The following transactions relate to the **Salaries Bank Account**:

- Payment of all salary related items, including third party payments (PAYE, Pension, Medical Aid and all other deductions) for approximately 700 monthly paid staff.
 - a) All payments are processed electronically via Electronic Funds Transfers (EFT's) using a "Host to Host" and "Cash Management System" (PC Based).
 - b) The service provider will be required to ensure that their online facilities are able to integrate with the Municipality's VIP Payroll system.
 - c) All transactions debited or credited to this Bank Account must contain effective referencing for clear identification - in such instances the EFT batch number should be quoted in the text field. The same procedure is required for "Unpaid" EFT amounts relating to an individual employee payment.
 - d) Monies to be recalled on the same day service.
 - e) Cut-off period shall be at 16h00.
 - f) No authorisations to occur during weekends.

The costs of preparing the proposal and of negotiating the contract shall not be reimbursable as a direct cost of the banking service.

UMDM requires that all its bank accounts both current and future be maintained at a banking institution corporate branch situated within Pietermaritzburg.

2. ADDITIONAL REQUIREMENTS

The requirements of UMDM are that the successful Bidder is able to provide the following:

1. An efficient and cost effective current account and banking administration service;
2. Enhanced business process for improved efficiencies resulting in reduced costs;
3. Processes and controls to mitigate operational risk and fraud;
4. A complete centralised banking service consisting ultimately of six (6) transactive bank accounts;
5. The phased-in-implementation of the conversion interface with the successful Bidder;
6. The provision of appropriate skills training in all spheres of financial services as required by UMDM;
7. The ability to handle very large volume transactions.
8. Competitive interest earnings on positive bank balances.

3. ELECTRONIC BANKING SERVICES

- UMDM requires the successful Bidder to understand and identify its needs and to provide innovation solutions.
- The Municipality requires the ability to use a real-time system that provides cash management, payment and receipts solutions. These solutions must have built-in efficiencies where there is a clear reduction in costs and operational risk and fraud.
- The service provider must ensure compliance with the District's IT Policy.

a. Payments Management

- i. The Bidder should be able to:
 - Facilitate the secure and timeous movement of funds.
 - Meet UMDM's requirements in respect of EFT's for all salaries, creditors and other payments.
- ii. The Following are imperatives for management of payments:
 - Timeous and secure processing of all transactions;
 - PC-based lease line for internet banking as required by UMDM;
 - Host to Host connection via dedicated line;
 - Stringent authorization and security controls;
 - Efficient management and reduction of risk processes;
 - Enhanced data integrity by applying stringent validation controls; and
 - Cost efficient processes.
- iii. Transactions and Balances:
 - To provide on-line real –time account balances and transaction enquiries;
 - To provide real-time transaction search capabilities; and

- To provide transaction history (list of transactions) storage retrieval up to 180 calendar days.
- To provide weekly electronic transaction statements to designated individual(s)

iv. **Electronic Fund Transfers**

- Payments to beneficiaries to be effected in real – time;
- Payments to beneficiaries of other banks to be effected on a same day value basis if effected by 16h00 weekdays and 10h00 on Saturdays;
- A nominated account facility to ensure that payments are only made to beneficiaries that have been specifically loaded on a payment database which is held on the system;
- Intra-group transfers for transfers between UMDM's own bank accounts maintained by the successful Bidder;
- Allow for payments including salaries to be post-dated;
- Remittance advices; advice of payment can be sent by e-mail;
- Referencing for all transactions to simplify bank reconciliations;
- Data import and export capabilities;
- Demonstrate the ability to investigate and recover losses arising from fraudulent activities.

b. **Internal Audit Compliance**

The successful Bidder must liaise with the UMDM's internal audit team regarding solution process and procedures ensuring that operational risks are addressed.

4. **PETTY CASH/DEBIT PAYMENTS**

Petty cash

The bidder should provide UMDM with a facility for petty cash handling – frequent petty cash ordering at a maximum of R10 000 per transaction.

Debit payments

Debits (payments) which go through the bank will be payments made through EFT or debit orders specifically for ESKOM, Vodacom, and Wesbank (fuel cards) and any other debit orders permitted by the Municipality through submission of an authorization letter to the relationship manager.

5. **CASH CENTRES**

- The bank shall provide a facility where it can receive the Council's Cash in Transit (CIT) Company who will be dropping off bulk deposits that would have been picked up strictly on a daily basis.
- The Council currently has 10 Customer Care Centres (CCC) situated in the various local municipalities within the district as well as the Head Office situated in the Pietermaritzburg CBD.
- This facility to have dedicated bank tellers to process Council deposits.
- This facility must have video footage of all Council's deposits being counted by the bank tellers. Such video footage must clearly show the CIT deposit bag number. Recordings of the video footage must be

made available to the Council on request and the Council must have the right to take a copy of such recordings away from the cash centre.

- Cash shortages / surpluses at the Cash Centre to be communicated immediately to the relevant Council officials. In the event of shortages or surpluses the deposit total must not be adjusted, instead a debit or a credit of the said amount must be passed. These adjustments must carry the Deposit Identifier (DI). The same would apply to forged notes and mutilated coins.
- Deposit slips to be returned daily via the CIT Company and stamped.
- Deposits received by the Cash Centre at any time during the day must be given same day value.
- Deposits to reflect in the bank statement immediately on opening of the safe before the cash even leaves the premises.
- To have a device that accepts coins and the deposits thereof to reflect in the bank statement on the day of the transaction. (Optional)
- Cash that has not yet been collected to be insured while it is still in the premises and also we cannot bank due to the device malfunctioning whilst waiting for a technician.
- The opening of the safe to be controlled by a uMDM official together with the CIT personnel simultaneously, under no circumstances must one person be able to open the safe.
- If for a reason beyond the CIT's control the pickup cannot be done, it must be communicated and arrangements for that to pick up be done as soon as possible.
- Have a system that will allow viewing of deposits/cash drops that are made into the safe daily.
- Provide speed point devices in all offices and any technical problems arising from their malfunctioning to be dealt with promptly.
- Once the cash has been deposited into the safe, it must be the responsibility of the bank or CIT not the municipality.
- Provide Tracing of Unidentified Deposits appearing on statements.

6. IT/PASTEL EVOLUTION INTEGRATION

- A secure host-to-host solution (that can handle UMDM transactional volumes) for the electronic transfer of UMDM transactions from UMDM PASTEL EVOLUTION system to the bank and back needs to be provided.
- A message indicating if the transmission was accepted needs to be returned within one hour.
- The system must be able to handle payment transactions of more than R5 000 000 (5 million rand) mixed with other smaller payment transactions in the same file.
- The system must be able to handle more than one payment file per day (no overwriting of previously sent file).
- The system must be able to handle payments to all other banks in one file.
- Security based on different user codes for the different business user groups need to be provided.
- Item/Transaction limits, day limits, weekly limits, etc. needs to be provided per user code.
- An administrative system that will warn UMDM if any of the daily or weekly limits are close to being exceeded.
- File security via control totals and hash totals needs to be provided.
- A file/directory naming convention should be utilized whereby the files/directory can easily be identified without looking at the contents of the file.

- Use must be made of system of transmission numbers and sequence numbers that prevent the accidental duplication of a transmission/file (if the file was sent twice).
- The transactions reflected in UMDM's bank statement needs to be sent to UMDM on a daily basis.
- Tenderers must provide a testing environment/testing facility.
- The test environment/facility must be available before go live as well as after go live.
- Tenderers must assign dedicated staff to be prepared to interact and respond during UMDM's implementation development progress.
- Bank should be prepared for parallel run/s for up to two months before Go-Live.
- The system must allow UMDM to download all EFT receipts to excel for importing purposes to SAGE system.

7. STATEMENTS

The Bidder is to provide statements on all accounts on a monthly basis to the respective UMDM departments. The Bank should also be able to provide for the direct delivery of statements to the respective UMDM department's offices.

The bank statements are to specifically reflect charges in respect of cheque service fee, electronic transaction service fee and cash deposit and/or funds transfer fees alongside each transaction. Other bank charges can appear as separate line items on the statements.

The Bidder should have the ability for statements to be electronically delivered via –mail to designated UMDM officials in the respective departments.

The Bidder should be able to access the bank website and download statements in pdf and csv format, via login credentials.

8. PRESENTATIONS BY SHORT-LISTED TENDERERS

UMDM may hold sessions where it shall be required of short-listed Tenderers to present on their proposals. Failure to make a presentation, shall lead to disqualification of a proposal. Short-listed Tenderers shall timeously be informed of the date, time and venue.

9. NEGOTIATIONS

Negotiations with the preferred Tenderer in order to reach agreement on all aspects of the proposal and subsequently to sign an agreement shall be entered into. The preferred Tenderer shall timeously be informed of the date, time and venue of such negotiations. UMDM may appoint a legal advisor to assist in any negotiations.

The negotiations may include a discussion of all aspects of the preferred tenderer's proposal as well as any recommendations proposed in respect of the improvement of the required banking services. UMDM and the preferred tenderer shall agree on all terms and conditions, which shall form part of the agreement to be entered into between the parties.

The negotiations shall conclude with an agreement between the parties. Should the parties fail to reach agreement, UMDM may elect to start negotiations with the short-listed Tenderer ranked second in terms of the proposal evaluation.

10. DURATION OF CONTRACT

The agreement in respect of the provision of banking services shall be for a fixed term of five (5) years and shall not extend beyond this term. The agreement shall not be terminated by the successful Tenderer before the expiry date.

11. ACCESS TO INFORMATION

UMDM undertakes to use its best endeavours to ensure that the successful Tenderer has timeous and adequate access to all information and documentation required to render the services. Should access to documentation and information be unavailable or inadequate for whatever reason UMDM may renegotiate the scope of the services.

12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

The terms and conditions of this RFP and any information or data obtained by Tenderers arising out of this proposal, or from performance of the services in terms of the subsequent agreement entered into between UMDM and the preferred Tenderer, shall at all times be treated as strictly confidential. The information shall not be divulged by any of the Tenderers to any person not being a party to the agreement and shall not be used or divulged other than for the purpose of this proposal. Information may only be divulged with the written consent of UMDM, or if it independently received by the recipient from a third party having the full right to disclose that information.

The intellectual property rights of any idea, report, plan or any other matter conceived within the scope of the services rendered to UMDM in terms of this proposal shall vest in UMDM.

13. IMPLEMENTATION PLAN

Tenderers must provide UMDM with a provisional “project implementation plan” demonstrating its ability to implement the banking service and its capability to achieve this within the specified time frames.

The time frame for implementation is estimated to be approximately 6 months prior to the commencement date of the agreement.

UMDM shall not be held liable for any costs and expenses incurred by the successful Tenderer during the implementation phase.

14. AWARDING OF THE CONTRACT

Proven relevant experience and success, as well as the ability to deliver a reliable, efficient and effective service will be important considerations.

By the submission of a proposal, each bidder warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she/it has bid. Any work performed by a successful bidder will be evaluated against these criteria.

The bidder also warrants that the service provided will be of a superior standard, and is unlikely to cause undue difficulties.

Proposals / tenders that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so may invalidate the proposal.

UMDM may request clarification or additional information regarding any aspect of the proposal. The bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be disqualified. UMDM may also request a demonstration, and bidders must comply with such a request within 24 hours.

15. DISBURSEMENTS, TRAVEL AND SUBSISTENCE

No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of UMDM has been obtained in respect of such expenditure.

Any authorized disbursements will be refunded at the reasonable and actual cost determined by UMDM. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the UMDM travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa

All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.

All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by UMDM.

16. QUALITY ASSURANCE

Any defects, patent or latent, which are attributable to poor workmanship, will be rectified by the bidder at own cost and time and all costs relating to the correction of defects will be expressly and separately noted on billing documentation.

17. TRAINING AND SKILLS TRANSFER

Tenderers are required to provide UMDM with a detailed proposal outlining a training strategy and plan with timeframes with regard to, among others, the following:

- Skills transfer to employees of UMDM involved in implementation;
- Training to be provided in the various banking products and facilities that will be used by UMDM;
- On- site training in the use of the successful Tenderer's electronic banking systems;
- Training in the use of payment devices and cash devices;
- Training of front line employees;
- Training in customer care, cash handling, fraud detection, etc.;
- Use of the successful Tenderer's training facilities for training UMDM's employees;
- Training material and hand-outs to be provided.

18. WRITTEN SUBMISSIONS

- a. It is important that bidders are able to demonstrate their competence to provide the basic commercial banking needs of UMDM as a whole.
- b. Bidders must therefore demonstrate in written submissions the
 - i. Financial stability of their organizations, supported by the most recent annual Financial report;
 - ii. Report from a reputation credit rating agency for detailed evaluation;
 - iii. It is especially important that bidder indicate the geographical representation of the bank (branch and ATM location and numbers);
 - iv. Technological capabilities; and
 - v. Social Investment and Employment Equity Programmes

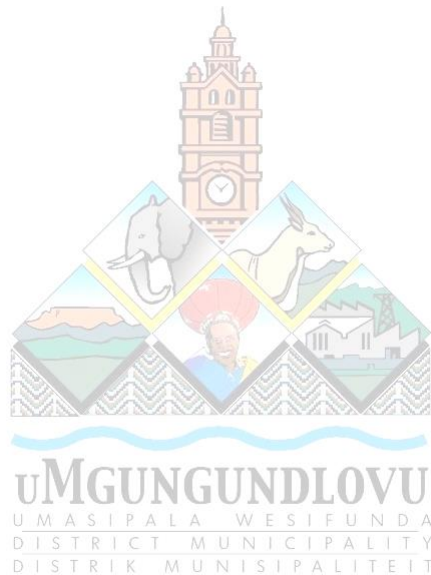
19. CANCELLATION OF CONTRACT

uMDM reserves the right to cancel the contract in the event of one or more of the following circumstances:

- Serious discrepancy in the provision of the required services by the bidder.
- Breach by the vendors of any of the terms and conditions of the tender.
- Any action by the bidder which is in breach of law or accepted practices in the commercial transactions.
- If the Vendor goes into liquidation voluntarily or otherwise.

20. EXIT STRATEGY

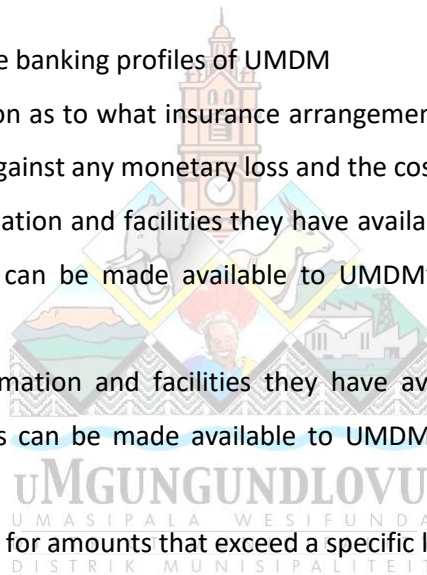
Should the existing tenderer's contract not be renewed at the end of the contract period, the tenderer will be required to provide services prior to the take-over of the new tenderer, at the same terms and conditions, until such time that UMDM closes its existing bank accounts.



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| NAME OF FIRM | | | |

INSURANCE & FRAUD PREVENTION

- Tenderers shall outline a plan to provide UMDM's senior management and its designated employees with on-going advice and training on fraud prevention and methods of detecting fraud.
- With regard to branches, mini-branches, cash devices and CIT, tenderers shall provide information as to how it will assess the risk around the handling of cash and how it will design and implement the optimal security measures to handle the cash volumes in UMDM considering any possible internal and external fraud events.
- Tenderers shall provide information as to what security procedures it makes use of to prevent fraud in respect of the following:
 - E-commerce
 - Unauthorized access to the banking profiles of UMDM
- Tenderers shall provide information as to what insurance arrangements they have in place or must be put in place in order to protect UMDM against any monetary loss and the cost thereof.
- Tenderers shall outline the information and facilities they have available to detect and prevent unauthorised payment activities and how this can be made available to UMDM's senior management and designated employees.
- Tenderers shall outline the information and facilities they have available to detect and prevent money-laundering activities and how this can be made available to UMDM's senior management and designated employees.
- Demonstrate exceptions reporting for amounts that exceed a specific limit.
- Demonstrate exceptions reporting for unusual pattern of spending.
- Tenderers to outline the additional security measures to be implemented to prevent unauthorised access within UMDM as well as within the tenderers' environments, how attempts will be tracked and reported and how actual occurrences outside the norm will be detected, reported and investigated.
- Tenderers to outline the implementation and maintenance of the authorised mandate structure for approval and release of payments; how approvals and escalations will be handled and what transaction notification system will be rolled out within the it environment of UMDM.

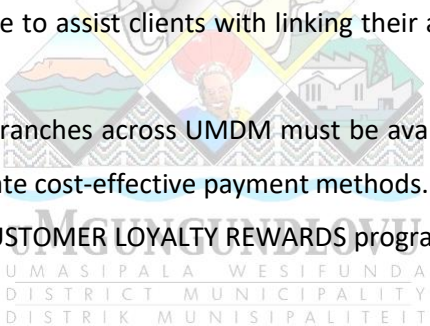


MARKETING AND BRANDING

UMDM is in the process of encouraging the residents of the District to pay for the services rendered by UMDM. The culture of non-payment of services is rampant. The Tenderer's contribution towards the elimination of this problem is encouraged. To render effective and prompt services, members of the community have to pay for services, and the business community has a major role to play for the economic survival of UMDM, thereby ensuring that UMDM becomes the leading world class municipality of the future.

It is imperative that a culture of payment is fostered on a continuous basis. UMDM proposes a Business Partnership between UMDM and the successful Tenderer to drive this campaign, bearing in mind that there are long-term and overarching benefits for both parties.

UMDM PROPOSES THE FOLLOWING, AMONG OTHERS:

- 
- Banking hosts must be available to assist clients with linking their accounts to the most appropriate cost-effective payment methods.
 - Banking hosts in the banking branches across UMDM must be available to assist clients with linking their accounts to the most appropriate cost-effective payment methods.
 - All Tenderers will institute a CUSTOMER LOYALTY REWARDS program for the payment of UMDM accounts by its customers.
 - Bank contact centre numbers, as well as relevant bank account details shall be placed on advertisements to encourage customers to make use of electronic banking to pay accounts.
 - Alternative points and methods of payment to be addressed in the proposal.
 - Joint partnerships and branding of UMDM's pay points. The successful Tenderer is encouraged to make use of UMDM's physical footprint i.e. pay points to expand its footprint.
 - Joint branding of advertising campaigns relating to the creation of a culture of payment.
 - A campaign that drives the use of IT facilities such as cell-phone banking and electronic payments.
 - Customer education drives through various means such as billboards, print and/or TV.
 - Access to the Tenderer's distribution channels for approved messages to drive this campaign, information campaigns and incentive programs. Having jointly branded posters in the banking halls, having municipal

messages on ATM machines, having municipal payments profiled on banking websites. Branding messages proposing the common interest between UMDM and the successful Tenderer.

- Customers paying accounts via internet banking are required to complete the reference field with their municipal account number. The bank must ensure that incorrect reference numbers are rejected prior to payments being processed.



PRICING SCHEDULE

Bidders to take note of the following information regarding pricing:

1. Bidders are required to comply with the prescribed pricing schedule stated below for the purpose of price evaluation. Every line item, even if the charge is zero, must be completed.
2. All prices shall be tendered, excluding and including VAT (where applicable), but including customs or excise duty and any other duty, levy, or other applicable tax.
3. If discrepancy between unit price excl. VAT and unit price incl. VAT, the incl. VAT amount will stand firm and will be taken as the actual amount.
4. Quantities stated in the pricing schedule are based on historical volumes.
5. All prices shall be tendered in accordance with the units specified in this schedule.
6. All prices tendered must include all expenses, disbursements and costs (e.g. transport, overheads, accommodation etc.) that may be required in and for the execution of the work described in the Specification, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful).
7. All prices tendered will be final and binding.
8. The Council reserves the right to award each section separately. The successful tenderer should be able to provide a detailed breakdown of rates as per the pricing schedule on request.
9. The tendered price must remain firm for the initial period of 12 months and must therefore factor in the annual escalation in line with the prevailing CPIX rates.



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PRICING SCHEDULE

| Section | Description | Estimated Annual Quantities | Basis of Charge | Item Price (Excl. VAT) Rand value or % as | VAT | TOTAL PRICE (Including VAT) Rand value or % as applicable |
|-------------|--|-----------------------------|------------------|---|-----|---|
| 1.1. | Handling Fees | | | | | |
| 1.1.1. | Fixed fee per debit item | 2300 | Per Item | | | |
| 1.1.2. | Cash Deposit Handling Fee | R165 Million | % per Rand Value | | | |
| 1.1.3. | Enhanced Deposit Identifier Fee (Check Digit Verification) | 60 000 | Per Item | | | |
| 1.1.4. | Cost for stop payments | 24 | Per Item | | | |
| 1.1.5. | Other banking service fees: Pay and Clear Now Service | 50 | Per Item | | | |
| 1.1.6. | Inter account transfers of main banker | 200 | Per Item | | | |
| 1.1.7. | Transfer to branches of other banks | 50 | Per Item | | | |
| 1.1.8. | Consolidated Payments | 24 | Per Item | | | |
| 1.1.9. | Correcting an error on Deposits | 120 | Per Item | | | |
| 1.1.10. | Debit Orders | 24 | Per Item | | | |
| 1.1.11. | Petty Cash withdrawal: Counter | 12 | Per Item | | | |
| 1.2. | Bank Statements | | | | | |

| Section | Description | Estimated Annual Quantities | Basis of Charge | Item Price (Excl. VAT) Rand value or % as | VAT | TOTAL PRICE (Including VAT) Rand value or % as applicable |
|-------------|--|-----------------------------|-----------------|---|-----|---|
| 1.2.1. | Emailed Copies (6 accounts) | 72 | Per Item | | | |
| 1.2.2. | Electronic Format Download (6 accounts) | 72 | Per Item | | | |
| 1.2.3. | Auditors Report | 1 | Per Item | | | |
| 1.2.4. | Certificate of balance | 1 | Per Item | | | |
| 1.2.5. | Long outstanding queries raised after 3 months or more. | 12 | Per Item | | | |
| 1.2.6. | Statement recreates (Archives) | 3 | Per Item | | | |
| 1.3. | Bulk Filing | | | | | |
| 1.3.1. | Image Enquiry | 1 | Per Item | | | |
| 1.3.2. | Imaging of Deposit Slips | 12 | Per Item | | | |
| 1.3.3. | Tracing of Unidentified Deposits | 1000 | Per Item | | | |
| 1.4. | Stationery | | | | | |
| 1.4.1. | Deposit books- Pre-printed, carbonized in triplicate- 50 pages with 12 digit codes | 50 | Per Item | | | |
| 1.5. | Guarantees | | | | | |
| 1.5.1. | Issuance Cost | 2 | Per Item | | | |
| 1.5.2. | Monthly Fee- R, or | 2 | Per Item | | | |

| Section | Description | Estimated Annual Quantities | Basis of Charge | Item Price (Excl. VAT) Rand value or % as | VAT | TOTAL PRICE (Including VAT) Rand value or % as applicable |
|-------------|--|-----------------------------|------------------------------|---|-----|---|
| 1.5.3. | Monthly Fee- % | 2 | Per Item | | | |
| 2 | Electronic Banking | | | | | |
| 2.1. | Cash Management System (Desktop PC or Laptop Based) | | | | | |
| 2.1.1. | Installation- Once Off Fees (per user) | 18 | Per Item | | | |
| 2.1.2. | Core financial system/Financial Management System (Once-off) Integration integration | 1 | Per Item | | | |
| 2.1.3. | Operator Fees- Per Operator / System Manager / Administrator | 18 | Total 12 monthly Instalments | | | |
| 2.2. | Transaction Fees | | | | | |
| 2.2.1. | Credits (Payments against available funds) | 36 000 | Per Item | | | |
| 2.2.2. | Payments exceeding R5 million | 80 | Per Item | | | |
| 2.2.3. | Immediate interbank payment transaction fee | 12 | Per Item | | | |
| 2.2.4. | Account holder verification | 20 | Per Item | | | |
| 2.3. | Banking notification and reminder charges | | | | | |
| 2.3.1. | E-mail | 250 | Per Item | | | |
| 3 | Payments & Collections Via Host-to-Host connectivity (Including ACB Fees) | | | | | |
| 3.1. | Registration / Implementation Fee | 1 | Once-Off | | | |

| Section | Description | Estimated Annual Quantities | Basis of Charge | Item Price (Excl. VAT) Rand value or % as | VAT | TOTAL PRICE (Including VAT) Rand value or % as applicable |
|-------------|---|-----------------------------|-----------------|---|-----|---|
| 3.2. | Minimum Monthly EFT Fee- Host to Host | 12 | Per Month | | | |
| 3.3. | EFT Transactions- Credits | | | | | |
| 3.3.1 | One-Day Credits | 33 000 | Per Item | | | |
| 3.3.2 | Charge per Transaction > R 5million | 40 | Per Item | | | |
| 3.3.3 | Two-day Credits | 14 000 | Per Item | | | |
| 3.4. | EFT Transactions- Debits | | | | | |
| 3.4.1. | 2 Day Value Debits (Same Bank) | 41 000 | Per Item | | | |
| 3.4.2. | 2 Day Value Debits (Other Banks) | 55 000 | Per Item | | | |
| 3.4.3. | Same Day Value Debits | 10000 | Per Item | | | |
| 3.4.4. | Charge per Transaction > R 5million | 50 | Per Item | | | |
| 3.5 | Interest Earned on Positive Bank Balances | | | | | |
| 3.5.1 | Monthly interest rate -% (6 accounts) | 72 | Per Item | | | |
| 3.6. | Penalties | | | | | |
| 3.6.1. | Unpaid | 300 | Per Item | | | |
| 3.6.2. | Re-Directs | 50 | Per Item | | | |

| Section | Description | Estimated Annual Quantities | Basis of Charge | Item Price (Excl. VAT) Rand value or % as | VAT | TOTAL PRICE (Including VAT) Rand value or % as applicable |
|-------------|--|-----------------------------|-----------------|---|-----|---|
| 3.7. | Automated Aggregate Limit Usage | | | | | |
| 3.7.1. | On every transmission (Aggregate limit enquiry- Specify) | 12 | Per Transaction | | | |
| 3.7.2. | Daily | 365 | Per Day | | | |
| 3.7.3. | On Request | 2 | Per Item | | | |
| 3.7.4. | Additional Charges in Respect of Error Processing- If aggregate value limit is exceeded | 1 | Per Item | | | |
| 3.7.5. | Additional Charges in Respect of Error. Processing- If data is technically incorrect | 40 | Per Item | | | |
| 3.7.6. | Additional Charges in Respect of Error Processing- If submitted after the agreed cut-off time | 1 | Per Item | | | |
| 3.8. | Account Holder Verification | | | | | |
| 3.8.1. | Tenderer's bank validation | 3 400 | Per Item | | | |
| 3.8.2. | Other bank's validation | 4 600 | Per Item | | | |
| 4 | Electronic Statements | | | | | |
| 4.1. | Initial Registration Fee | 1 | Once-Off | | | |
| 4.2. | Fixed Monthly Fee | 12 | Per Month | | | |
| 4.3. | Per Statement Record | 50 000 | Per Line Item | | | |
| 4.4. | Add Additional Account- Per additional account added to an existing Electronic Statement Delivery System | 2 | Per item | | | |

| Section | Description | Estimated Annual Quantities | Basis of Charge | Item Price (Excl. VAT) Rand value or % as | VAT | TOTAL PRICE (Including VAT) Rand value or % as applicable |
|----------|--|-----------------------------|-----------------|---|-----|---|
| 5 | Branch Deposit Identification | | | | | |
| 5.1. | Initial Registration Fee- Once-Off | 1 | Once-Off | | | |
| 5.2. | Fixed Monthly Fee | 12 | Per Month | | | |
| 5.3. | Price per Deposit- Free Format | 3 600 | Per Item | | | |
| 5.4. | Price per Deposit- CDV | 2 400 | Per Item | | | |
| 6 | Electronic Deposit Identification | | | | | |
| 6.1. | Initial Registration Fee- Once-Off | 1 | Once-Off | | | |
| 6.2. | Fixed Monthly Fee | 12 | Per Month | | | |
| 6.3. | Price per Deposit- CDV | 70 000 | Per Item | | | |
| 6.4. | Price per Deposit- CLDATM Reference CDV | 3 000 | Per Item | | | |
| 6.5. | Price per Deposit- CLDATM Reference Free Format | 400 | Per Item | | | |
| 7 | Maintenance, Support & Training | | | | | |
| 7.1. | Maintenance & Support- Per Hour or part thereof, including travel time | 10 | Per Hour | | | |
| 7.2. | Training- Per Hour or part thereof, including travel time (After implementation) | 10 | Per Hour | | | |
| 7.3. | Help Desk Enquiries | 60 | Per Item | | | |

| Section | Description | Estimated Annual Quantities | Basis of Charge | Item Price (Excl. VAT) Rand value or % as | VAT | TOTAL PRICE (Including VAT) Rand value or % as applicable |
|---------|---|-----------------------------|-----------------|---|-----|---|
| 7.4. | Transaction tracing (Client Support) | 60 | Per Request | | | |
| 7.5. | Password reset at helpdesk | 15 | Per Request | | | |
| 7.6. | Self-Assisted password reset | 15 | Per Reset | | | |
| 7.7. | Re-Issue of Invoices | 1 | Per Item | | | |
| 8 | Computer Hardware: | | | | | |
| 8.1 | Any additional computer hardware or software required that must be procured by the municipality in order for the proposed banking systems to interface with the Municipality's Core Financial Management System and / or to operate at the required level of efficiency (host to host) | | | | | |
| 8.2. | Monthly Operating Cost | 12 | Per Month | | | |
| 9 | Debit / Credit Card Merchant (Customers) | | | | | |
| 9.1. | Once off installation fee | 12 | Once off | | | |
| 9.2. | Stand-alone terminal rental per month (per machine) Speed point | 12 | Per Month | | | |
| 9.3. | Mobile terminal rental per month (per machine) | 1 | Per Month | | | |
| 9.4 | Speed point - COMMISSION | % | Per Amount | | | |
| 9.4. | Periodic upgrade of terminals | 1 | Per Occasion | | | |
| 10 | Cash In Transit Services (Dropbox) | | | | | |
| 10.1 | Cool Air (Smart box CIT) | 4 | Per Month | | | |

| Section | Description | Estimated Annual Quantities | Basis of Charge | Item Price (Excl. VAT) Rand value or % as | VAT | TOTAL PRICE (Including VAT) Rand value or % as applicable |
|---------|------------------------------|-----------------------------|-----------------|---|-----|---|
| 10.1.1 | Cool Air (SB Rental) | 1 | Per Month | | | |
| 10.2 | New Hanover (Smart box CIT) | 4 | Per Month | | | |
| 10.2.1 | New Hanover (SB Rental) | 1 | Per Month | | | |
| 10.3 | Richmond (Smart box CIT) | 4 | Per Month | | | |
| 10.3.1 | Richmond (SB Rental) | 1 | Per Month | | | |
| 10.4 | Mpofana (Smart box CIT) | 8 | Per Month | | | |
| 10.4.1 | Mpofana (SB Rental) | 1 | Per Month | | | |
| 10.5 | Mkhambathini (Smart box CIT) | 4 | Per Month | | | |
| 10.5.1 | Mkhambathini (SB Rental) | 1 | Per Month | | | |
| 10.6 | Howick (Smart box CIT) | 8 | Per Month | | | |
| 10.6.1 | Howick (SB Rental) | 1 | Per Month | | | |
| 10.7 | Wartburg (Smart box CIT) | 4 | Per Month | | | |
| 10.7.1 | Wartburg (SB Rental) | 1 | Per Month | | | |
| 10.8 | Hilton (smart box CIT) | 4 | Per Month | | | |

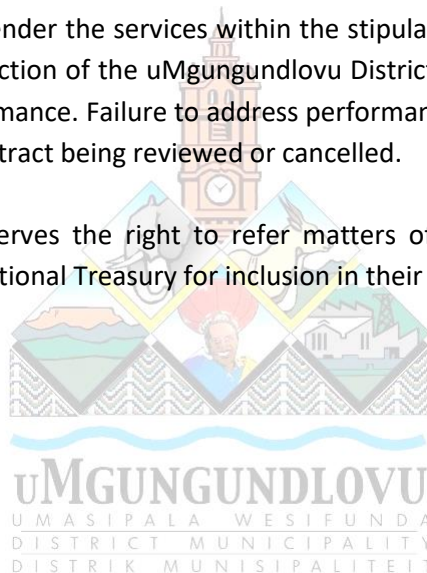
| Section | Description | Estimated Annual Quantities | Basis of Charge | Item Price (Excl. VAT) Rand value or % as | VAT | TOTAL PRICE (Including VAT) Rand value or % as applicable |
|---|------------------------------|-----------------------------|-----------------|---|-----|---|
| 10.8.1 | Hilton (SB Rental) | 1 | Per Month | | | |
| 10.9 | Impendle (smart box CIT) | 4 | Per Month | | | |
| 10.9.1 | Impendle (SB Rental) | 1 | Per Month | | | |
| 10.10 | Head Office (Smartbox CIT) | 8 | Per Month | | | |
| 10.10.1 | Head Office (SB Rental) | 1 | Per Month | | | |
| 10.11 | DROPBOX/SMARTBOX DEPOSIT FEE | 1 | Per Item | | | |
| TOTAL PRICE (to be taken to Form of Offer) | | | | | | |



| | | | |
|---------------------|--|---------------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

SPECIAL CONDITIONS OF TENDER

1. **Penalty for Delay:** Failure to complete the required goods and/or services by the due completion, the municipality shall 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.
2. **Poor Performance:**
 - 2.1. Issues of poor/ unsatisfactory performance will be communicated in writing, compelling the service provider to perform according to the contract and thus to rectify or to restrain from unacceptable actions.
 - 2.2. Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the uMgungundlovu District Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in penalties being applied and/or the entire contract being reviewed or cancelled.
 - 2.3. The municipality further reserves the right to refer matters of poor performance and/or fraudulent conduct by the supplier to National Treasury for inclusion in their Restricted Supplier Database.



GENERAL CONDITIONS OF TENDER

1. General Conditions of Contract

This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract.

2. Submission of Tenders

Sealed tenders, with the "Tender Number and Title" clearly endorsed on the envelope, must be deposited in the tender box indicated at the offices of the uMgungundlovu District Municipality, 242 Langalibalele Street, Pietermaritzburg.

All literature must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.

If a courier service company is being used for delivery of the tender document, the tender description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the tender box. The uMDM will not be held responsible for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the tender document.

Please note:

- Tenders that are deposited in the incorrect box will not be considered.
- Telegraphic or faxed tenders will not be accepted.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- All prices shall be quoted in South African currency.

3. Quality Assurance

Any defects, patent or latent, which are attributable to poor workmanship, will be rectified by the bidder at own cost and time and all costs relating to the correction of defects will be expressly and separately noted on billing documentation.

4. Brand Name

- i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be evaluated and will not be considered for award.
- ii. In the event the Municipality elects to accept an alternative item purported to be equal/similar by the Tenderer, the Municipality may request the tenderer to provide samples of the alternative offer for testing and inspection. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.
- iii. If, in the sole judgment of the Municipality, the item is determined not to be equal/similar, the item shall be collected by the Bidder and not be considered for award.
- iv. The samples must be within 30 days of notification. The samples will be discarded if not collected within 30 days and the Municipality will not be accountable for any loss suffered by the bidder due to the discarding of the samples.
- v. If a tenderer wishes to have an equal/similar item considered they must declare it first.

5. Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

6. Renewal of Contract

The Municipality may exercise its option to renew this agreement, with a financial escalation clause, in line with the latest CPI statistics, which will commence at the end of the contract period, and the terms thereof for a further period not exceeding 6 (six) months at a time, upon giving 30 days' notice to the Service Provider of its intention to exercise that option.

7. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

8. Intellectual Property Rights

Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this proposal and its assignments will vest in and are hereby transferred to uMgungundlovu District Municipality (uMDM), unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties. For this purpose only, all works created in terms of this proposal and the assignments thereof will be deemed to have been created under the control and direction of uMDM.

9. Disbursements, Travel And Subsistence

No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of uMDM has been obtained in respect of such expenditure.

Any authorized disbursements will be refunded at the reasonable and actual cost determined by uMDM. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the uMDM travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa

All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.

All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by uMDM.

10. Certified Copies

The tenderer shall, where required in terms of the tender document submit with the proposal, certified copies of all certificates specified. Failure to do so may render the proposal liable to rejection on the grounds of being incomplete. Copies of certified documents will not be accepted.

11. Bids Exceeding R10 Million

If the tendered value exceeds R10 million (VAT included), bidders are required to furnish:

- i. if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years;
- ii. a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii. particulars of any contracts awarded to the bidder 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
- iv. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic; and
- v. Disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

12. Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender.

13. Completion of Tender Documents

The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender. The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

14. Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

15. Contact with Municipality after Tender Closure Date

Bidders shall not contact the uMgungundlovu District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the uMgungundlovu District Municipality, it should do so in writing to the uMgungundlovu District Municipality. Any effort by the firm to influence the uMgungundlovu District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

16. Opening, Recording and Publications of Tenders Received

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Details of tenders received in time will be recorded in a register which is open to public inspection. Faxed, e-mailed and late tenders will not be accepted.

17. Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

18. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

19. Cost of Materials

The Municipality shall bear the cost of all materials required and supplied by the successful bidder unless it has already been included as part of the price tendered. In this instance, the municipality may request a minimum of 3 quotations for these materials must be produced when submitting a claim. A maximum mark up of 10% is allowed on materials supplied.

20. Value-Added Tax

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3, 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Municipality is 4000791642.

21. Central Supplier Database

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

22. Inducements, rewards, gifts and other abuses of the Supply Chain Management System

No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of, may directly or indirectly:

- i. Influence or interfere with the work of any uMDM officials involved in the tender process in order to inter alia:
 - a. influence the process and/or outcome of a tender;
 - b. incite breach of confidentiality and/or the offering of bribes;
 - c. cause over- or under-invoicing;
 - d. influence the choice of procurement method or technical standards;
 - e. Influence any uMDM official in any way which may secure an unfair advantage during or at any stage of the procurement process.
- ii. Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, "blacklisting" and/or any such remedies as set out in the uMDM's SCM Policy.

GENERAL CONDITIONS OF CONTRACT 2010

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 consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 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.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "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 supplies covered by the bid will be manufactured.

- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "Written" or "in writing" means handwritten 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, 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 supplies, 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 as 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:
 - 7.3.1. 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
 - 7.3.2. 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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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. Supplies 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 analyzed 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 and 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

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

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. 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
 - 13.1.5. 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:
- 14.1.1. 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;
- 14.1.2. in the event of termination of production of the spare parts:
- 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.1.2.2. 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 in SCC.
- 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 in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

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

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

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, 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 supplies 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 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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

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:
- 23.1.1. 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;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase 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:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. 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. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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

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,
 - 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. 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
- 28.1.2. 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

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

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

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

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.

