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INVITATION TO BID

REFERENCE NUMBER:	ECS02/23/24	
SERVICES NEEDED:	PROVISION OF BANKING SERVICES FOR THE PERIOD OF FIVE (5) YEARS	
CLOSING DATE: CLOSING TIME:	12 JANUARY 2024 15H00	
EVALUATION CRITERIA:	80/20 PREFERENCE POINT SYSTEM	
ENQUIRIES:	BIDDING PROCEDURES	TECHNICAL-RELATED
	MR MALWANDE NTONGANA TENDERS@ECSECC.ORG	MRS. JANICE LEACH JANICE@ECSECC.ORG

PROPOSAL SUBMITTED BY:

NAME OF COMPANY	
PHYSICAL ADDRESS	



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1 INTRODUCTION

ECSECC is a Schedule 3C public entity reporting to the OTP which was established as a multi-stakeholder Council to advise the provincial government on improving service delivery and to create a common platform for debate between the various development communities of the Eastern Cape.

ECSECC as a knowledge-based organization, seeks to generate, effectively manage, and disseminate information and knowledge. Its core vision is to reduce poverty in the Eastern Cape by means of providing policy advice through facilitation of multi-agency partnerships for execution of provincial priorities, strategic intelligence, and platforms for short- and long-term innovations.

ECSECC is located at Vincent in East London in the Eastern Cape Province only and has a staff compliment of just less than 100 personnel.

2 BACKGROUND

Section 7.2(b) of the PFMA states that a public entity or a constitutional institution may open a bank account only after any prescribed tendering procedures have been complied with.

Section 7.2(a) of the PFMA authorizes a public entity or a constitutional institution to open a bank account only with a bank registered in South Africa and approved in writing by the National Treasury.

It is against this background, that ECSECC solicits a bank registered in South Africa to open a bank account with.

The bank account will operate for a period of 5 (five) years commencing on the 1st of April 2024 and ending on the 31st of March 2029.

3 PURPOSE

The purpose of this document is to detail the scope of work, incorporating the tasks and responsibilities of the bidder, required by ECSECC for providing banking services.

4 DEFINITIONS

- 4.1 **BCMM** refers to Buffalo City Metro Municipality
- 4.2 **EFT** refers Electronic Funds Transfer
- 4.3 **ECSECC** refers to Eastern Cape Socio Consultative Council
- 4.4 **OTP** refers to the Office of the Premier in the Eastern Cape
- 4.5 **PC** refers to Personal Computer
- 4.6 **PFMA** refers to Public Management Finance Management Act No.1 of 1999, as amended.
- 4.7 **SLA** means Service Level Agreement which is a contract that defines the level of service expected from the service provider
- 4.8 **VAT** refers to Value Added Tax
- 4.9 **VIP** refers to the SAGE payroll system

5 LEGISLATIVE FRAMEWORK OF THE BID

5.1 Tax Legislation

Bidders must be compliant when submitting a proposal to ECSECC and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

5.2 Procurement Legislation

This will be processed in accordance with the PPPFA requirements. ECSECC's Supply Chain Management Policy and Contract Management Policy outline the procurement process and a supplier performance evaluation process, respectively.

5.3 Technical Legislation and/or Standards

Bidders should be cognizant of the legislation and/or standards specifically applicable to the services.

6 COMPULSORY BRIEFING SESSION

6.1 There will be no briefing session to be held.

7 TIMELINE OF THE BID PROCESS

7.1 The period of validity of this bid and the withdrawal of offers, after closing date and time is **90** days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-Tender Portal/ Eastern Cape Tender Bulletin/ ECSECC Website	1 December 2023
Bid documents will be accessed from the ECSECC website; www.ecsecc.org	1 December 2023
Bid closing date and time	12 January 2024 at 15H00

7.2 All dates and times in this bid are South African standard time.

7.3 Any time or date in this bid is subject to change at the ECSECC's discretion.

7.4 The establishment of a time or date in this bid does not create an obligation on the part of ECSECC to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.

7.5 The bidder accepts that, if ECSECC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8 CONTACT AND COMMUNICATION

8.1 A nominated official of the bidder(s) can make enquiries in writing, to Malwande Ntongana for enquiries, via email tenders@ecsecc.org and tenders.ecsecc@gmail.com and/or by phone at 043 701 3400. Bidders must reduce all telephonic enquiries to writing and send them to the above email address.

8.2 The delegated official at ECSECC may communicate with the bidder(s) where clarity is sought in the bid proposal.

8.3 Any communication to an official or a person acting in an advisory capacity for ECSECC in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.

8.4 All communication between the bidder(s) and ECSECC must be done in writing.

- 8.5 Whilst all due care has been taken in connection with the preparation of this bid, ECSECC makes no representations or warranties that the content of the bid or any information communicated to or provided to bidder(s) during the bidding process is, or will be, accurate, current, or complete. ECSECC and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.
- 8.6 If bidder(s) find(s) or reasonably believe(s) it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECSECC (other than minor clerical matters), the bidder(s) must promptly notify ECSECC in writing of such discrepancy, ambiguity, error, or inconsistency in order to afford ECSECC an opportunity to consider what corrective action is necessary (if any).
- 8.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECSECC will, if possible, be corrected and provided to all bidder(s) via ECSECC website, without attribution to the bidder(s) who provided the written notice.
- 8.8 All persons (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid of the tendering process) must keep the contents on the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

9 LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder(s).

10 COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders or qualifying any bid conditions may result in the invalidation of such proposals.

11 FRONTING

- 11.1. ECSECC supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, ECSECC condemns any form of fronting.

- 11.2. ECSECC, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the proposals. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of (14) fourteen days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding (10) ten years, in addition to any other remedies ECSECC may have against the bidder/contractor concerned.

12 SUPPLIER DUE DILIGENCE

- 12.1 ECSECC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.
- 12.2 ECSECC reserves the right to request presentations/ demonstrations from the short-listed bidders as part of the bid process.

13 SUBMISSION OF PROPOSALS

- 13.1 Bidders must submit documents, on or before the closing date and time, either by:
- 13.2 Depositing into the **tender box** placed in the foyer at:
- ECSECC**
12 Gloucester Road,
Vincent,
East London
- OR**
- 13.3 Electronic submission by way of compressing the documents into a zip format **OR** send through a link pointing to your cloud account for the file access quoting the reference of **the Bid Number ECS02/23/24** and email to tenders@ecsecc.org and tenders.ecsecc@gmail.com
- 13.4 Bid documents will only be considered if received by ECSECC before the closing date and time, regardless of the method used to send or deliver such documents to ECSECC.

13.5 Bidders are required to submit, **before or on 12 January 2024 at 15H00**, the following:

13.5.1 A comprehensive proposal which clearly makes reference to all requirements of the functionality criteria.

13.5.2 The comprehensive proposal must outline the bidder's understanding of the brief and show evidence of ability to meet the scope requirements and all expected deliverables.

13.5.3 All necessary proof of meeting the competency and expertise requirements.

13.5.4 Rates structure in response to the required banking services.

13.5.5 All pre-qualification documents.

13.6 Bidders are requested to submit a minimum of three (3) favorable reference letters from government institutions.

14 DURATION OF CONTRACT

The successful bidder will be appointed for a period of (60) sixty months.

15 SCOPE OF WORK

15.1 The bidder must provide the following:

- 15.1.1 An efficient and cost-effective transactional and electronic banking service.
- 15.1.2 Enhanced business processes for improved efficiencies.
- 15.1.3 Processes and controls to mitigate operational risk and fraud.
- 15.1.4 A complete centralized banking service consisting of:
 - One main current account
 - One secondary current account for dedicated funds
 - One short-term interest-bearing/ savings account with more favorable interest rates than current accounts and the ability to have free access to funds within at most 48 hours.
- 15.1.5 A seamless phased-in implementation of the conversion interface.
- 15.1.6 A seamless transfer of existing debit orders to the new bank account.
- 15.1.7 A full audit trail and updated security system.
- 15.1.8 A favorable interest rate on credit balances in the accounts.
- 15.1.9 An effective, safe and user-friendly petty cash system of banking to allow quick access to transact without using cash and which allows for easy monitoring and controls.
- 15.2 The bidder must dedicate a suitably qualified and experienced business/ private account manager whom ECSECC will deal with on all banking related matters.

16 EXPECTED DELIVERABLES

16.1 The bidder must provide solutions with regard to the following:

16.1.1 Transactional Banking Services

- 16.1.1.1 Introduction
 - a. The bidder must provide a commitment to offer customized and sustainable banking services in relation to ECSECC's needs through dedicated service managers.
 - b. Access to account balances and ability to transact 24 hours a day.
- 16.1.1.2 Payments/ Receipts Services must include:
 - a. Processing of electronic payments
 - b. Processing of electronic receiving
 - c. Proposal of a method for managing a "cashless" petty cash system.

- 16.1.1.3 Short-term Interest-Bearing/ Savings Account Proposal must include:
 - a. More favorable interest rates than current accounts
 - b. Ability to have free access to funds within at most 48 hours.
- 16.1.1.4 Beneficiary Bank Account Verification Services must include:
 - a. Confirmation (affirmative or negative only) of details including account name, branch code, and account number, supplied by ECSECC.
 - b. Provision of necessary validation of beneficiary banking details prior to payment by ECSECC.
 - c. Ability to transmit confirmation requests to ECSECC by electronic means, which is email and telephone.
- 16.1.1.5 Statements
 - a. Bank statements and all supporting documentation must be sent monthly.
 - b. ECSECC must be able to access statements and transactional history electronically.
- 16.1.1.6 Charges and Fees
 - a. Statements must specifically reflect charges in respect of service fees and deposit fees alongside each transaction.
 - b. Other bank charges and fees may appear on separate line items on the statements.

16.1.2 Electronic Banking Services

- 16.1.2.1 Introduction
 - a. The bidder is expected to understand and be able to identify ECSECC's needs and to be able to provide innovative solutions.
 - b. The bidder must provide real-time systems that provide cash management, payment and receipts solutions.
 - c. These solutions must have built in efficiencies where there is a clear reduction in costs with regard to ECSECC's administration and accounting functions, improved controls with the results being in a reduction in operational risk and fraud.
 - d. The bidder must be able to facilitate the secure and timeous movement of funds.
 - e. Provide PC and mobile-based access to online banking services.
 - f. Online banking services must be easily accessible, and the use of support application software must not hinder or cost ECSECC additionally
 - g. Online banking services must support all web browser platforms.
 - h. The bidder must meet ECSECC's requirements in respect of EFTs for all salaries, creditor and other payments.

- i. The bidder must ensure that management of payments meet the following imperative requirements:
 - Timeous and secure processing of all transactions
 - Ability to interface, where required, with payroll (VIP) and line-of-business applications currently being used.
 - Stringent authorization and security controls.
 - Efficient management and reduction of risk processes.
 - Enhanced data integrity due to stringent validation controls.
 - Cost efficient processes.

16.1.2.2 Transactional and Balances must include:

- a. Online real-time account balance and transactional enquiries
- b. Real-time transaction search capabilities
- c. Transaction history (list of transactions) storage retrieval for up to 12 months
- d. Online stop payment facility
- e. Online account enquiries
- f. Ability to identify direct deposits and other transactions/ transfers online
- g. Ability to download bank statements in an acceptable and compatible format.
- h. Ability to download audit trails and proof of payment for current and historical transactions for up to 12 months.
- i. Ability to pay salaries directly into the employees' bank accounts on a set future date (date of funds transferred must be the date of transfer regardless of the banking institution).
- j. Payment of third party accounts via electronic media i.e., debit orders, electronic payments, etc.
- k. Receiving of payments via electronic media.

16.1.2.3 Electronic Funds Transfer (EFT) requirements must include:

- a. Payments to beneficiaries must be effected in real-time.
- b. Payments to beneficiaries at other banks must be effected on a same day if effected by 16H00 weekdays and 10H00 on Saturdays.
- c. Payment templates or beneficiary folder management must be held on the system for regular payments.
- d. Batch payment facility option.

16.1.3 Implementation and Training

- 16.1.3.1 Dedicated team and Project Manager for:
 - a. All-inclusive seamless installation of all solutions
 - b. Transactional banking solutions
 - c. Electronic banking solutions
- 16.1.3.2 The seamless phased-in implementation of the conversion interface
- 16.1.3.3 Seamless transfer of existing debit orders from the new bank account
- 16.1.3.4 Contractual agreement in the line of a Service Level Agreement (SLA) between ECSECC and the Bank, which the successful bidder will compile.
- 16.1.3.5 Sufficient time frames for implementation of the different solutions
- 16.1.3.6 The bidder must identify training requirements and time frames for the implementation of solutions.
- 16.1.3.7 A dedicated specialist Electronic Banking Manager must attend to the following:
 - a. Ensure correct set up and optimization of the VIP structure.
 - b. Identify all additional systems interface requirements for electronic statements and electronic fund transfers.
 - c. Identify cash management, payments management and internet banking
 - d. Liaise with appropriate officials.
 - e. Identify, in consultation with ECSECC, all access levels, authorities, profiles and limits for officials requiring access to the electronic banking systems.
 - f. Attend to the legal documentation and the signing thereof.
 - g. Formalize service level agreements incorporating back up procedures and processes particularly with regards to electronic fund transfers.
 - h. Identify training requirements and arrange the necessary training in consultation with ECSECC.
 - i. Provide all user manuals.

16.1.4 Relationship Management and Ongoing Customer Maintenance requirements include:

- 16.1.4.1 Dedicated business/private banker/ accounts manager/ relationship manager must deal with all needs of ECSECC over the term of contract.
- 16.1.4.2 Must be located within the Buffalo City Metro Municipality
- 16.1.4.3 Must have a minimum of 5 years' banking experience.
- 16.1.4.4 Must be able to assist with resolving any problems and enquiries within 24 hours.

17 COMPETENCY AND EXPERTISE REQUIREMENTS

17.1 The bidder must meet the following requirements:

17.1.1 The bank must be registered in South Africa in compliance with the Bank Act with suitably qualified personnel.

17.1.2 Dedicate a suitably qualified and experienced business/private/account manager whom ECSECC will deal with on all banking matters.

17.1.3 The dedicated business manager must be located within the BCMM.

17.2 The bidder must submit, in response to the scope of work and expected deliverables, a proposal detailing the following:

17.2.1 An outline of own interpretation of the brief and how they propose to carry out the assignment, i.e., showing your approach to banking services and how your proposal relates to ECSECC.

17.2.2 Propose value added services to ECSECC.

17.2.3 Propose work schedule for the implementation and phase-in.

17.2.4 Proposed project team with an identified project manager for implementation and training including their CVs.

17.2.5 An overview of company profile.

17.2.6 The company's latest ranking by the internationally recognized Bank Rating Agencies, i.e., Moody's, Fitch and S&P, make a reference for ease of accessing and verifying such ratings.

17.2.7 An overview of your products or options that you offer and reflect on how they may add value for ECSECC's quest of maximizing returns from their investments.

17.2.8 Proposed effective, safe and user-friendly petty cash system of banking to allow quick access to cash required for top ups which allow for easy monitoring and controls.

17.2.9 Details around technicalities of the online banking system including any support applications that are required for access and the web browser platforms that are supported by the banking system.

17.2.10 A list of all your offices i.e. branches.

17.2.11 A list of your clients; like departments, public entities, trading entities, municipalities, and municipal entities, for the past three (3) years.

18 SPECIAL CONDITIONS OF CONTRACT

18.1 ECSECC shall not invest with an institution where the degree of risk is perceived to be higher than the average risk associated with investment institutions.

18.2 ECSECC shall not make deposits with institutions that are not registered with the South African Registrar of Banks.

18.3 Any misrepresentation of facts may lead to disqualification. should such misrepresentation be uncovered after commencement of contracted work, ECSECC reserves the right to terminate the contract and recover all the payments made to the business.

19 PRICING MODEL

19.1 Bidders must fill in the “Pricing Schedule” as supplied in this bid documentation.

19.2 Price will be evaluated as the net of interest received and bank charges.

19.3 Part 1- bank charges: bidders must complete the supplied schedule of costs for the purposes of evaluation only.

19.4 Bidders must submit a separate comprehensive list of all costs for all possible charges, those included and not included on the supplied schedule, for the purposes of the service level agreement.

19.5 Part 2- interest return: bidders must submit a price quotation based on their rates of interest as a percentage (%) in the column [interest rate %] and apply that rate to the base amount in the column [investment amount] for all the listed products. Interest rates must be linked to prime interest rate and for the purposes of evaluation, the prime rates is set at 11.75%.

19.6 The interest yielded must reflect as an amount in the column [interest amount] for the year.

19.7 The assumption is that the monthly balance in each account is represented by the “Investment Amount”. The balance is the same for each of the 12 months. And equal to the “Investment Amount”.

19.8 Failure to price all the above listed products will result in disqualification.

20 EVALUATION AND SELECTION CRITERIA

ECSECC has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Functionality Criteria (Gate 1)	Price and Specific Goals (Gate 2)
Bidders must submit all documents as outlined in (Table 1) below. Only bidders that comply with ALL these criteria shall proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 2 (Price and Specific Goals).	Bidders will be evaluated out of 100 points, as per (Table 2) , below and Gate 2 will only apply to bidders who have met and exceeded the threshold of 80 points.

20.1 Gate 0: Prequalification

20.1.1 The bidders must return the documents listed in **Table 1 below**.

20.1.2 All documents must be completed and signed by the duly authorized representative of the prospective bidders.

20.1.3 During this phase Bidders' responses will be evaluated based on compliance with the listed administration, using the Central Supplier Database (CSD), and mandatory bid requirements.

20.1.4 The bidders' proposals may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification.

Document that must be submitted	Non-submission may result in disqualification?	
1. SBD 1 -Invitation to Bid	YES	Complete and sign the supplied pro forma document.
2. Tax Clearance Certificate	YES	<ul style="list-style-type: none"> a. ECSECC transacts with service providers that have a compliant tax status. b. ECSECC makes use of the CSD report to verify tax status of suppliers. Please ensure that your tax affairs are in good order with SARS. c. ECSECC does not transact with service providers that have a non-compliant tax status.
3. Pricing Schedule	YES	Complete the supplied pro forma document.
4. SBD 4 -Bidders' Disclosure	YES	Complete and sign the supplied pro forma document.
5. SBD 6.1 -Preference Points Claim Form in terms of Preferential Procurement Regulations, 2022	NO	Complete and sign the supplied pro forma document. Non-submission will lead to a zero (0) score on Specific Goals.
6. SBD 7.3 -Contract Form	NO	Complete and sign the supplied pro forma document.
7. General Conditions of Contract (GCC)	YES	Complete and sign the supplied pro forma document.
8. Comprehensive proposal responding to the scope requirements and expected deliverables as outlined in 17.2, above. Proposal must show evidence of responding to the functionality criteria.	YES	Non-submission will render bid non-responsive.

20.2 Gate 1: Functionality Criteria

20.2.1 Bidders must score 80 points to proceed to Gate 2.

20.2.2 Bidders must reference their submission alongside the functionality criteria in Column [reference in pack].

Criterion Element		Weight	Reference in pack
Methodology, Approach and Product Services Offered		15	
a. Proposal must take into consideration the requirements outlined in 17.2 , above which include methodology and approach in delivering the banking services including: <ul style="list-style-type: none"> - Interpretation and response to the brief and scope of work. - Overview of company products or options and how they add value to ECSECC. - Proposed work schedule for implementation. 			
Criterion Element	Points Allocated	Weight	Reference in pack
Innovation and Appropriateness of Products Offered		22	
a. Proposal on petty cash system of top ups	[5 points]		
b. Proposal on technicalities of the online banking system, including any support applications that are required for access and web browser platforms that are supported by the banking system. Access must be as simple as possible.	[3 points]		
c. Ability to interface with the Sage VIP payroll.	[2 points]		
d. Ability to download audit trails and proof of payment for current and historical transactions for up to 12 months.	[4 points]		
e. Ability to pay salaries directly into the employees' bank accounts on a set future date.	[4 points]		
f. Ability to identify direct deposits and other transactions/ transfers online.	[2 points]		
g. Ability to download bank statements in an acceptable and compatible format.	[2 points]		

Criterion Element	Points Allocated	Weight	Reference in pack
Experience and Reputation of Company a. Company profile showing: <ul style="list-style-type: none"> - over 30 years' experience [5 points] - over 25 years' experience [4 points] - over 20 years' experience [3 points] - over 15 years' experience [2 points] - 10 – less than 15 years' experience [1 point] - less than 10 years' experience [0 points] b. Locality of offices, operational branch: <ul style="list-style-type: none"> - in Buffalo City Metro Municipality [5 points] - outside Buffalo City Metro Municipality [0 points] [points based on submission company profile]		10	
Expertise and Relevant Expertise of Company in Similar Works a. 3 favorable and contactable reference letters plus <ul style="list-style-type: none"> - List of 15 government clients [15 points] - List of 10 government clients [10 points] - List of 5 government clients [5 points] - Less than 5 government clients [0 points] [supply list of government clients and a minimum of 3 favorable contactable reference letters from government institutions to which you successfully supplied similar services]		15	
Bank Ratings a. Bank's latest SA's National Scales Ratings for long-term/ short-term by recognized Bank Rating Agencies: <ul style="list-style-type: none"> - S & P SA long-term (AAA) [3 points] - S & P SA long-term (AA) [2 points] - S & P SA long-term (A) [1 point] - S & P SA short-term (AAA) [3 points] - S & P SA short-term (AA) [2 points] - S & P SA short-term (A) [1 point] - Moody's SA long-term (AAA) [3 points] - Moody's SA long-term (AA) [2 points] - Moody's SA long-term (A) [1 point] - Moody's SA short-term (NN-1) [3 points] - Moody's SA short-term (NN-2) [2 points] - Moody's SA short-term (NN-3) [1 point] - Fitch SA long-term (AAA) [3 points] - Fitch SA long-term (AA) [2 points] - Fitch SA long-term (A) [1 point] - Fitch SA short-term (F1) [3 points] - Fitch SA short-term (F2) [2 points] - Fitch SA short-term (F3) [1 point] [points based on submission of proof of ratings claimed]		18	

Criterion Element	Points Allocated	Weight	Reference in pack
Relationship Management a. Experience, expertise and competencies of dedicated private banker/ Account manager - More than 10 years' experience [15 points] - 5 – 10 years' experience [10 points] - Less than 5 years' experience [5 points] b. Relevant banking qualification [5 points] [points based on submission of CV/ profile which shows number of years' experience and certified copies of all relevant certificates of the dedicated private banker/ Account Manager]		20	
Total		100	

20.3 Gate 2: Price and Specific Goals

- 20.3.1 In terms of regulation 4 of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum 80 points) and
 - Specific Goals (maximum 20 points).

- 20.3.2 The evaluation of price and specific goals will be evaluated as outlined in **Table 2 below**.

Table 2: Price and Specific Goals Evaluation

Element	Weight
Price	80
Specific Goals	20
Historically Disadvantaged Individuals (HDIs)	
- Enterprises with ownership of 51% or more by person(s) who are black persons (5 points)	
- Enterprises with ownership of 51% or more by person(s) who are women (5 points)	
- Enterprises with ownership of 51% or more by person(s) who are youth (5 points)	
- Enterprises with ownership of 51% or more by person(s) with disability (2 points)	
- Enterprises located and/or operating within the borders of the Eastern Cape (3 points)	
Total	100

21 GENERAL CONDITIONS OF CONTRACT

- 20.1. any award made to a bidder(s) under this bid is conditional, amongst others, upon-
- 20.2. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (GCC) as the minimum terms and conditions upon which ECSECC is prepared to enter into a contract with the successful bidder(s).
- 20.3. The bidder submitting the **GCC to ECSECC together with its bid, duly signed** by an authorized representative of the bidder.

22 SERVICE LEVEL AGREEMENT

- 21.1 Upon award, ECSECC and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by ECSECC.
- 21.2 The successful bidder shall compile the Service Level Agreement which both parties shall sign.

23 CONDITIONS OF THIS BID

- 23.1 ECSECC reserves the right to:
- 23.2 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
- 23.3 Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).
- 23.4 Accept part of a bid rather than the whole bid.
- 23.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the service offered by the bidder(s), whether before or after adjudication of the bid.
- 23.6 Correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the tender process.

- 23.7 Cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after the bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 23.8 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.
- 23.9 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.
- 23.10 Not award the bid to the bidder whose financial statements are not in order.
- 23.11 Award to multiple bidders to spread the risk.

24 BIDDER'S DECLARATION

- 24.1 The bidders are required to confirm that they will:
- 24.1.1 Act honestly, fairly, and with due skill, care, and diligence, in the interests of ECSECC.
 - 24.1.2 Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.
 - 24.1.3 Act with circumspection and treat ECSECC fairly in a situation of conflicting interests.
 - 24.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business.
 - 24.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with ECSECC.
 - 24.1.6 Avoid fraudulent and misleading advertising, canvassing, and marketing.
 - 24.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of ECSECC as a client before any other consideration; and
 - 24.1.8 Ensure that any information acquired by the bidder(s) from ECSECC will not be used or disclosed unless the written consent of ECSECC has been obtained to do so.

25 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

25.1 ECSECC reserves the right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized stock exchange), indirect members, being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognized stock exchange, directors or members of senior management, whether in respect of ECSECC or any other government organ or entity and whether from the Republic of South Africa or otherwise "Government Entity".

25.1.1 Engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

25.1.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

25.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of ECSECC's officers, directors, employees, advisors or other representatives;

25.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

25.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

25.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any bid, contract, right or entitlement which is in any way related to procurement or the bidding of any services to a Government Entity;

25.1.7 Has in the past engaged in any matter referred to above; or

25.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder,

member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

26 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

26.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that ECSECC relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

26.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by ECSECC against the bidder notwithstanding the conclusion of the SLA between ECSECC and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the SLA concluded between the parties, the SLA will prevail.

27 PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing ECSECC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

28 INDEMNITY

If a bidder breaches the conditions of this bid and as a result of that breach, ECSECC incurs costs or damages (including, without limitation, the costs of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds ECSECC harmless from any and all such costs which ECSECC may incur and for any damages or losses ECSECC may suffer.

29 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written unless such written information provided expressly amends this document by reference.

30 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. ECSECC shall not be liable to compensate the bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this bid process.

31 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. ECSECC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent TCC to ECSECC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. ECSECC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

32 NATIONAL TREASURY

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners, or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. ECSECC reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with the National Treasury by another government institution.

33 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

34 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-contractors, if any, and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that ECSECC allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and ECSECC will not

under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

35 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with ECSECC's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by ECSECC remain proprietary to ECSECC and must be promptly returned to ECSECC upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure ECSECC's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

36 PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any ECSECC proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any other bidder(s).