



uMSHWATHI MUNICIPALITY

BID DOCUMENT
BID NUMBER: T2022/23/34

**TENDER FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE PROVISION OF
BANKING SERVICES FOR A PERIOD OF 5 YEARS WITH EFFECT FROM 1 APRIL 2024 UNTIL 31
MARCH 2029**

CLOSING TIME:	12H00
CLOSING DATE:	03 August 2023, Thursday
Bid Document Fee (none refundable Cash Only):	R350.00

Bids must be properly received and deposited in the Bid box on or before the closing date and before the closing time. No late Bids will be accepted under any circumstances. Bids must be submitted in a sealed envelope properly marked in terms of the Bid number and Bid description as indicated above, at the Municipal Office situated at New Hanover, Main Road Opposite the SAPS. No Bids will be accepted via facsimile, email or telegram.

SERVICE PROVIDER'S DETAILS

Name of Service Provider:	
Contact Person:	
Telephone Number:	() Code
Fax Number:	() Code
Physical Address:	
Postal Address:	
Quoted Amount	

NOTE:

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

INDEX

The Bid document/s comprises of:

.....	3
INVITATION TO BID.....	3
CONDITIONS OF BID.....	4
SPECIAL TENDER CONDITIONS.....	4
GENERAL CONDITIONS OF CONTRACT	8
SCOPE OF WORK.....	18
SCHEDULE OF QUANTITIES.....	41
RESPONSIVENESS AND EVALUATION CRITERIA.....	59
EVALUATION CRETERIA:.....	Error! Bookmark not defined.
VALIDITY OF PROPOSAL.....	60
FORM OF OFFER AND ACCEPTANCE.....	63
AUTHORITY OF SIGNATORY TO SIGN.....	65
MBD 3.3	Error! Bookmark not defined.
DECLARATION OF INTEREST	67
CERTIFICATION	70
CONTRACT FORM – RENDERING OF SERVICES	77
PART 1 (TO BE FILLED IN BY THE BIDDER)	77
PART 2 (TO BE FILLED IN BY THE PURCHASER)	78
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	79
MBD 9	81
CERTIFICATE OF INDEPENDENT BID DETERMINATION	81

Service Providers are advised to check the number of pages and, should any be missing, duplicated, reproduction indistinct, description is ambiguous, or this document contain any obvious errors, they shall inform the Supply Chain Management Unit of uMshwathi Municipality at once, and have the same rectified. No liability whatsoever will be incurred in respect of errors in any Bid document due to the service provider’s failure to observe this requirement.



INVITATION TO BID

BID NUMBER: T2022/23/34

uMshwathi Municipality invites prospective Supplier to submit their proposals for the Appointment of Service Provider for The Provision of Banking Services for a period of 5 years with the effect from 1 April 2024 until 31 March 2029.

There will be no briefing session. Bid documents will be available from the 03rd of July 2023, Monday to the 01st of August 2023 Tuesday, upon payment of a non-refundable fee of R350.00 only or document can be downloaded for free on the government eTender portal by visiting <https://www.etenders.gov.za/>

Bid documents must be submitted in a sealed envelope marked “**Appointment of Service Provider for The Provision of Banking Services for a period of 5 years with the effect from 1 April 2024 until 31 March 2029.**” and deposited in the municipality’s Tender Box located at New Hanover Municipality’s main office no later than 12h00 on Thursday, 03 August 2023. Incomplete, faxed, emailed and late proposal documents will not be considered.

Enquiries should be addressed to Mr. EV. Mdlalose, on 033 816 6800 or email: vusumuzim@umshwathi.gov.za. Bid document will be evaluated using Responsiveness/Administrative Compliance (list of returnable documents is detailed in the tender document), Functionality (if applicable) and 80/20 of the PPPFA with its 2022 Regulations. The Municipality reserves the right not to accept the lowest or any Bid. Bid Validity period:- 120 days. **Only Bidders who score 75 points or more on Functionality will be evaluated for Price and Specific Goals points.**

Claim for Specific Goals for 20 Points Allocation

To claim 20 points for specific goals, the company must have the following ownership:

<u>GOALS</u>	<u>POINTS</u>	<u>Verification Method</u>
Historical Disadvantaged Black Person	10	CIPC/ CSD
Historical Disadvantaged Women	5	CSD
Historical Disadvantaged Disabled Person	5	CSD

.....
MR. NM MABASO
MUNICIPAL MANAGER

CONDITIONS OF BID

PLEASE NOTE THAT THIS BID IS SUBJECT TO SCM REGULATIONS ISSUED AND SUPPLY CHAIN MANAGEMENT POLICY AND THE GENERAL CONDITIONS OF CONTRACT.

1. Any alteration made by the Service Provider must be initialled.
2. Use of correcting fluid is prohibited
3. Bids will be opened in public as soon as possible after the closing time of quote.
4. Where practical, prices are made public at the time of opening Bids.
5. 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.
6. Suppliers are advised that the 80/20 preference points system shall be applied in the evaluation of this Bid. To qualify for preference points suppliers are required to submit CIPC registration document in order to claim for HDP points.
7. Suppliers must complete the attached MBD 4 -Declaration of interest form, the MBD 8 - Declaration of Suppliers past performance form and the MBD 9 - Certificate of Independent Bid Determination. Failure to complete these documents may result in your Bid being invalid.
8. Bids must be in accordance with the specifications, unless otherwise stipulated.
9. The official Bid form must be used. Should the allocated pricing page/information be insufficient, you may include an additional copy of the price page.
10. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
11. Tenders documents must be deposited in TENDER BOX situated as indicated on the Bid request form. Suppliers should ensure that Bids are delivered timeously to the correct address. If the Bid/offer is late, it will not be accepted for consideration.
- 11.1. UMshwathi Municipality is under no obligation to accept the lowest or any bid. Further, the municipality reserves the right not to appoint or to appoint one service provider or more than one service providers.
12. The financial standing of Service Providers and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.
13. Pricing on the form of offer must be written same amount both in figures and words, failing of which your proposal shall be disqualified with an indication of “**no offer**” on the Bid closing (if applicable).
14. **Registration on National Treasury’s Central Supplier Database (CSD) is compulsory.** For more information on how to register go to www.csd.gov.za . Failure to submit a CSD supplier registration number **will** result in the disqualification of proposals.

SPECIAL TENDER CONDITIONS

- This tender and its acceptance will be subject to the terms and conditions described below. uMshwathi Municipality is/will not be liable for any costs incurred in preparation and delivery of tenders.

- All documents, samples and materials submitted as part of a tender becomes the property of the Municipality, and yet in any event uMshwathi Municipality will not be liable for loss or damage to any documents, samples and materials submitted.
- **CLOSING DATE**
 - The closing date for the submission of proposals is 12h00 on Thursday, 03 August 2023. No late submissions will be accepted
- **TENDER DOCUMENTS MARKING**
 - a. Failure on the part of the tenderer to sign/mark this tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
 - b. Tenders must be completed in black ink where mechanical devices are not used, such as typewriters and printers.
 - c. Tenderers will check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability will be accepted with regard to claims arising from the fact that pages are missing or duplicated.
 - d. Tenders should be hand delivered to the address provided on the Invitation to Bid above so as to reach the destination no later than the closing date and time.
 - e. No tenders transmitted by telegram, telex, facsimile, E-mail or similar apparatus will be considered.
- **VAT, DUTIES AND OTHER TAXES**
 - a. Prices and must be quoted inclusive of VAT and all other relevant taxes and duties (where applicable) should be shown separately.
 - b. The full price under this tender must be quoted in South African Rand (ZAR).
- **TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**
 - a. 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. uMshwathi Municipality 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 National Treasury by another government institution.
- **TAX COMPLIANCE**
 - a. No tender shall be awarded to a bidder who is not tax compliant. UMshwathi Municipality 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 Tax Clearance Certificate to the Municipality, or whose verification against the Central Supplier Database (CSD) proves non-compliant. UMshwathi Municipality 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.

- b. The Central Supplier Database (CSD) and the tax compliance status PIN are the approved methods of verifying the tax compliance of a bidder. The South African Revenues Services (SARS) does not issued Tax Clearance Certificates anymore but has introduces an online provision via eFiling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price Bids.
- c. UMshwathi Municipality will therefore accept printed or copies of Tax Clearance Certificates submitted by bidders but will verify their authenticity on SARS eFiling or Central Supplier Database (CSD).

➤ **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.

➤ **INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, uMshwathi Municipality incurs costs or damages (including, without limitation, the cost 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 the Municipality harmless from any and all such costs which the Municipality may incur and for any damages or losses uMshwathi Municipality may suffer.

➤ **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- a. **UMshwathi Municipality** reserves its 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 recognised 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 recognised stock exchange), directors or members of senior management, whether in respect of uMshwathi Municipality or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- b. engages in any collusive tendering, 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;
- c. 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;
- d. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of uMshwathi Municipality officers, directors, employees, advisors or other representatives;
- e. 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;
- f. 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;

- g. 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 tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- h. has in the past engaged in any matter referred to above; or (h) 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.

➤ **CONDITIONS OF PAYMENT**

- a. No service should be provided to the Municipality in terms of this tender and no amount will become due and payable by the uMshwathi Municipality;
- b. an official purchase order or similar written instruction has been issued to the supplier where service delivery will be within the specified time scale after the receipt of the official purchase order or similar written instruction; and unless otherwise determined in the contract or other agreement, all payments due to creditors will be settled within 30 days from receipt of a proper invoice or, in the case of civil claims, from the date of settlement or court judgment. This implies that amounts owing will be paid within 30 days from receipt of invoice if the goods, works or services were delivered to the satisfaction of the Municipality.

➤ **CONTRACTUAL IMPLICATIONS**

- a. The tenderer must complete all documents in full and submit these with the proposal. Failure to comply with these requirements may invalidate the tenderer or disqualify the proposal.
- b. Upon submission of the tender response, the Tenderer is unconditionally bound by the terms and conditions of the Request for Proposal (RFP) and the tender response. In the event of any conflict or confusion arising between the terms and conditions of the RFP and the tender response, the RFP shall prevail.
- c. The Tenderer acknowledges that awarding of the Tender is based solely on the information supplied in the tender response, accordingly the relevant Terms and Conditions of the Request for Proposal and the tender response will be incorporated in the subsequent written agreement, unless otherwise provided by the uMshwathi Municipality.
- d. Other than providing rights to uMshwathi Municipality, nothing in this Tender Request and tender response should be construed to give rise to the Municipality having any obligations or liabilities whatsoever, express or implied.
- e. The successful Tenderer shall only be entitled to render services and/or provide goods to the uMshwathi Municipality once a separate written contract, which should be aligned to "GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT" (Please visit <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx>) for further information issued in 2010 in this respect) and a service level agreement, has been signed by both the Tenderer and uMshwathi Municipality, whereupon the Request for Proposal and tender response will cease to have force and effect.

Full Names of a Bidder's Representative

Signature of a Bidder's Representative (Accepting all the above listed conditions of tender)

uMSHWATHI MUNICIPALITY

APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS WITH EFFECT FROM 1 APRIL 2024 UNTIL 31 MARCH 2029.

Bid Number: T2022/23/34

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the tendering documents for the receipt of tenders.
 - 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 goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the tendering price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the tender will be manufactured.
 - 1.17 "Local content" means that portion of the tendering price, which is not included in the imported content provided that local manufacture does take place.

- 1.18 “Manager’s Representative” shall mean the Special projects Manager of uMshwathi Municipality.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Municipality” shall mean the uMshwathi Municipality.
- 1.20 “Municipal Manager” Or ‘Manager” shall mean the Municipal Manager of uMshwathi Municipality.
- 1.21 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 “Project site,” where applicable, means the place indicated in tendering documents.
- 1.23 “Purchaser” means the organization purchasing the goods.
- 1.24 “Republic” means the Republic of South Africa.
- 1.25 “SCC” means the Special Conditions of Contract.
- 1.26 “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.
- 1.27 “Supplier” means the successful tenderer who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tenderer” shall mean the person or persons undertaking to supply the respective Services specified herein and shall include the legal personal representative, successors and assigns of the Supplier.
- 1.29 “Tort” means in breach of contract.
- 1.30 “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.
- 1.31 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the tendering documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to tender 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 tendering documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful tenderer shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tendering documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-tendering testing will be for the account of the tenderer.
- 8.2 If it is a tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the tenderer or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the tendering documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) 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
 - (e) 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:
- (a) 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
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) 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;
 - (b) If the supplier fails to perform any other obligation(s) under the contract; or
 - (c) 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.

24. Antidumping and countervailing duties and rights

- 24.1 When, after the date of tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28. Limitation of Liability

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a tender 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 tender 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 tenderer whose tax matters are not in order. Prior to the award of a tender SARS must have certified that the tax matters of the preferred tenderer are in order.
- 32.4 No contract shall be concluded with any tenderer whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

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.

SCOPE OF WORK

TERMS OF REFERENCE

SECTION 1 GENERAL INFORMATION

1.1 DESCRIPTION OF MUNICIPALITY

The UMshwathi Municipality is a Category B municipality located in the UMgungundlovu District of the KwaZulu-Natal.

1.2 TENDER REQUEST

1.2.1 In terms of the Municipal Financial Management Act, Supply Chain Management Regulation 30, the Municipality is required to advertise every five years for competitive bids from commercial banks registered in terms of the Banks Act, No 94 of 1990, to provide commercial banking services to the Municipality.

1.2.2 Bids will only be accepted from banks with a branch in UMgungundlovu district or a bank that can provide an acceptable timeframe for establishing such a facility in the town

1.2.3 Tenders will be evaluated using the procedures as set out in the Tender document

1.3 TENDER EVALUATION

Tenders will be pre-evaluated on the criteria as set out in Section 2.5

Tenderers that score less than 75 out of 100 points for this criteria will be regarded as non-responsive and will not be evaluated on price and Specific goals.

The Bid Evaluation Committee of the Municipality will determine whether the Functional and Pricing Tenders are complete, i.e. whether all the items as required have been costed. If the tender is not complete, the Tender may be rejected as not responsive.

The quantities as used in the pricing schedule is estimated based on past history and is for bid evaluation purposes only. The successful Tenderer will be contracted based unit tariffs, as per the completed pricing schedule. Actual invoices subsequently provided by the successful tenderer must be based on these tariffs and actual quantities.

1.3.1 FUNCTIONALITY

The following criteria will be used to calculate points for the Functionality and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned in Section 2.5:

Quality criteria	Maximum number of points
1. Proposal for satellite offices in order to lower the risk of money being on site.	20
2. The National Long-Term Credit Rating of the banking institution	20
3. Innovative products offered by the banking institution	20
4. Current municipal clientele (Metro's and municipalities with a budget of R350 million or more)	20
5. Local Economic Development & Social Investments in the UMshwathi Municipal area	20
TOTAL	100

1.4 BANK ACCOUNT

1.4.4.1 In terms of the Municipal Finance Management Act, No 56 of 2003, a municipality must have a Primary Bank Account. The following monies are paid into the Primary Bank Account.

- All allocations due to the Municipality.
- All income received by the Municipality on its investments
- All income received by the Municipality in connection with its interest in any municipal entity including dividends.
- All money collected by the Municipal entity or other external mechanism on behalf of the Municipality.
- Any other monies as may be prescribed.

1.5 FINANCIAL ACTIVITIES AND INFORMATION

1.5.5.1 All payments to creditors are effected by electronic transfers.

1.5.5.2 Cash is collected by a security company appointed by the Municipality at UMshwathi Customer Care Centre (Income Section and Motor Vehicle and Licensing), and at any other location that may be identified by the municipality.

1.5.5.3 Only UMshwathi Cashiers office, Wartburg office and Dalton offices have card payment facilities

1.5.5.4 Revenue will be received by either cashiers, direct deposits or facilities for speed points/card merchant services.

1.5.5.5 Payments from customers are also currently made via speed points and are made via EASYPAY, SAPO, SPAR, EFT and Pay@ point's countrywide.

1.5.5.6 The Municipality has a current fixed overdraft facility of R5 million, which is only required in emergency cases.

1.5.5.7 The Municipality at present has ±400 employees and councilors on the payroll. Salaries and wages are paid through a 24-hour electronic transfer service.

1.5.5.8 The Municipality's total operating revenue budget for 2023/24 amounts to R 289, 5 million, whilst the capital budget amounts to R45.6 million.

1.5.5.9 Certificate of registration as a Bank in terms of the Banks Act, No 94 of 1990 must be attached. Failure to submit documentary proof will be considered as non-responsive.

1.5.5.10 The Tenderer must submit a company profile, including copies of the company's founding statements, as well as a detailed portfolio of current/new services provided. Failure to submit documentary proof will be considered as non-responsive.

1.5.5.11 Bids must include provision for the training of staff of the Municipality relating to the implementation and management of the bank's services and must be on site at the municipality during the implementation phase. Regular meetings with the CFO must also be held.

SECTION 2: TERMS OF REFERENCE

2.1 OBJECTIVES

Tenders are invited for the appointment of a local commercial bank registered in terms of the Bank Act, No 94 of 1990 for the provision of commercial banking services for a period of five (5) years to the UMshwathi Municipality.

The Tenderer's proposal should effectively and adequately, without ambiguity demonstrate how it is able to provide its services to the Municipality. The proposal should encompass key areas of support and collaborating

i.e. innovation, high quality, value-add solutions and pro-activity of its service models.

It must be noted that should there be any other requirements or niche services, which fall outside of the scope of this tender, the Council reserves the right to procure those services by means of a separate process.

2.2 SCOPE OF WORK

The requirements of the Municipality are that the successful bidder is able to provide the following:

- An efficient and cost effective current account administration service;
- Enhanced business processes for improved efficiencies resulting in related costs;
- Processes and controls to mitigate operational risk and fraud;
- A complete centralised banking service consisting of one Primary bank account and three additional accounts (Traffic Fines, Secondary Account, and Trust Account) linked to the Primary Account. The closing balances of the Traffic Fines account must be automatically transferred to the Primary Account daily;
- The seamless phased-in implementation of the conversion interface with regards to import of statements with Sage Pastel, EFT payments from Sage Pastel and payroll integration with Sage VIP Premier driven by the successful tenderer;
- The ability to handle large volume transactions.
- The ability to submit information in a format, which meets with the Sage Pastel System for bank reconciliation purposes.
- On-Line stop payment facility.
- On-Line account enquiries.
- The ability to identify direct deposits and other transactions/transfers on-line.
- The ability to download bank statements in an acceptable and compatible format.
- Bank statements and all supporting documentation must be available daily.
- The ability to pay salaries by way of compatible payroll system (Sage VIP Premier) directly into the employee's bank accounts via a PC/IT based interface.
- Payment of creditors/third parties electronically (debit orders, electronic payments, etc.).
- Full audit trail and updated security system.
- Facilities to accommodate electronic payments and debit order facility by customer, to be managed by the municipality, with a CDI check.
- Favorable interest rate on credit balances for all accounts.
- On request, providing duplicate deposit slips for direct receiving on bank account.
- A relationship service model that suites the Municipality by identifying responsible individuals for all possible issues, which may exist.
- All new banking details should be advertised at the cost of the tenderer (with written approval of the municipality).
- Training material/manuals for all business processes as well as on-site training.
- Cash paid at the various cash receipting points of the municipality will be deposited into electronic tellers supplied by the tenderer, situated in various offices within the UMshwathi Municipal area;

- Electronic cash acceptance devices to cater for notes as well as coins;
- Electronic cash acceptance devices must print deposit slip for each drop-off of cash;
- Each cash acceptance advises to cater for more than one cashier reference;
- Cash in transit service for the secure transporting of cash from the various municipal premises to the bank / cash processing centre / municipal offices; and
- A system to ensure available petty cash to be implemented

The Tenderers must provide solutions that should be discussed under the following headings in the tender document submitted by The Tenderers.

- Transactional Banking Services
- Electronic Banking Services
- Implementation and Training
- Social Responsibility

2.2.1 Transactional banking services

2.2.1.1 Accounts Requirements

2.2.1.1.1 Account categories

- Primary Account – Main Consolidated Current Account
- Secondary Account – Transfer of internal municipal payments
- Traffic Fines Account – Traffic Fines
- Trust Accounts (Section 12 of the MFMA)

2.2.1.1.2 Accounts:

- Deposit identifier (general validation)
- Set-off of credit / debit balances
- Overdraft facility on the Primary Account as per Council resolution, without any pre-qualifying conditions set for the facility.
- Access to account balances and able to transact 24 hours a day
- The four accounts to be treated as a single account in terms of the balances and interest earned.
- The balances of the Traffic accounts should be automatically transferred to the primary account on a daily basis.
- No bank charges to be debited to the two secondary bank accounts.
- For verification purposes, schedules must be provided of how bank charges were calculated on all bank accounts.

2.2.1.2. Income

2.2.1.2.1 Cashier Deposits

- Pre-printed deposit books/pads are required on an ad hoc basis to record individual cashiers' deposits.
- Type of pre-printed books/pads:
 - Pre-printed carbonised deposit books (in triplicate).

Council reserves the right to either source these deposit books/pads from the tenderer or another service provider.

- Automated and secure cash acceptance devices that counts, validates and verifies the authenticity of cash to assist with the daily cash up procedures by the cashiers.
 - The devices must be able to record all cash deposits made and print a deposit slip that is acceptable by the Bank.
 - The cash must be able to be stored inside the device and can only be removed by the appointed cash-in-transit company that will be appointed by the bank.
 - Electronic cash acceptance devices to cater for notes as well as coins;
 - Electronic cash acceptance devices must print deposit slip for each deposit
 - Each cash acceptance device to cater for more than one cashier reference
 - Only the reference must appear on the bank statement when deposits are made.
- Banking Facilities at Main and satellite office should be as follows:

UMshwathi Main office (Income Section)

- Installation and maintenance of a Cash acceptance device.
- Capacity of 10,000 bank notes and coin counter.

Wartburg Office

- Installation and maintenance of a Cash acceptance device.
- Capacity of 4,000 bank notes and coin counter.

Dalton Office

- Installation and maintenance of a Cash acceptance device.
- Capacity to handle 2,000 bank notes and coin counter.

2.2.1.2.2 Cash in transit service

- The bank is required to appoint a reputable service provider with armed response for the Cash-In-Transit services.
- The service level agreement must be concluded with the Cash-In- Transit Company and a copy of the agreement must be provided.
- Daily collection of cash at random times between 08:00 and 15:00 are required.
- This facility shall have a system in place that will validate the DI's as mentioned in 2.2.1.2.5 (e). In addition, this system must be able to track the receiving, processing and finalization of a deposit.
- Unforeseen pick-ups from areas as indicated above may occur during the contract. The rates are applicable as per pricing schedule above except for the time frames.
- The Tenderer must collect the deposits on the same day of notification, but not later than 15H00.
- The municipality reserves the right to change pick-up times.
- Council's Bank Deposit slips are to be returned via the CIT Company.

- Cash collected by the CIT Company from the electronic machine (drop boxes) must reflect on the bank statements the same day.
- Pick up points and frequency are as follows:

Area	Collection Frequency	Days per Week
Main Office New Hanover Wartburg Cool Air Office	Daily (08h00 – 15h00)	5 Days (Monday – Friday) excludes Public Holidays

2.2.1.2.3 Point of Sale

Introduction

The requirement is the ability to provide the municipality with point-of-sale machines (also known as “Speed Point Machines”) in order to accept payment from the public using their debit/credit cards as well as Cash acceptance devices to facilitate cash deposits at main and satellite offices.

- Supplying the municipality (excluding satellite offices) with both mobile and fixed card-terminal device which will operate via the internet (includes cashier offices as indicated)
- Solution must include connection service and cost from machine to bank.
- The Council currently operates 3 card terminal devices. This number might change during the tenure of the tender.
- The location of these terminals is at the discretion of the Council.
- Each terminal must have a unique merchant number.
- The terminals will be the property of the bank and will carry its branding.
- The service provider shall deposit the Council’s revenue per merchant number within 24 hours of the date of the transaction.
- All costs related to this service are to be provided.
- The Council will provide the paper rolls; the insurance cover for the card terminal devices must be covered by the bank.

2.2.1.2.5 Current Account services

a) Introduction

The successful Tenderer should provide unique client service addressing the requirements of the Municipality. The Tenderer should provide a commitment to offer customised and sustainable banking services in relation to the Municipality's needs through dedicated service managers.

b) Payment /Receipt Services

The Tenderer should be able to provide the following service

- The processing of electronic payments; and
- The processing of electronic receiving.

c) Statements

- The Tenderer is to provide statements on all accounts on a daily basis to the Municipality.
- The Tenderer should have the ability for monthly statements to be electronically delivered via e- mail in pdf format.
- A final bank statement must be available for import into our financial system Sage Pastel by 07:00 the following day.

d) Deposit Identifier

The Tenderer to be able to provide a deposit identifier on the Municipality's deposits, which incorporates a deposit identifier validation routine in order to facilitate identification and reconciliation of all deposits, made into the Municipality's accounts.

Deposit identifier (12-digit General validation for accounts and 16 digits for Traffic fines) is currently being utilised by the municipality.

e) Bank Charges

- Bank charges for all bank accounts must be directed to the primary bank account.
- Invoices supported by detailed workings of the calculation of the bank charges must be supplied monthly.
- Service fees and escalations to be provided. All service fees on bank statements must be identifiable so that the municipality can verify the charges for the different services. The bank must be committed to a quantifiable escalation.
- Cash and foreign deposit fees that will be charged on any deposits must be stated.
- Cash shortages / surpluses at the Cash Centre to be communicated immediately to the relevant councils officials.
- An ACB debit order facility must be available. Please indicate fees per transaction and minimum monthly charges.
- Charge per transaction for recalls.
- Cost to supply information to the municipality regarding unpaid ACB transactions.
- Bank charges should preferably be debited against the bank account on the last day of each month.

2.2.1.2.6 Traffic Fines Account

Council requires the successful tenderer to accept Council's Traffic fine payments into the traffic fine bank account. Reference numbers are alphanumeric, and the tenderer should cater for various unique numbers. The municipality requires the successful tenderer to provide the facility to accept traffic fine payments as per specification provided.

- The municipality requires the successful tenderer to provide the facility to accept traffic fine payments as per specification provided.
- The following payment channels for traffic fines must be provided by the successful service provider
 - Over the counter (Cash, Credit card and debit card)
 - ATM's

- Electronic/ Internet banking
- No payment for traffic fines shall be accepted without a deposit identifier and shall not be accepted when the Municipality migrates to a validation via the Municipality's traffic fine administrator, where only full payment of fines should then be accepted and any attempt to make a part payment will be rejected.

2.2.2 Electronic banking solutions

a) Introduction

The Municipality expects the successful Tenderer to understand and identify its needs and to provide innovative solutions. The requirement is the ability to use real-time systems that provides cash management, payment and receipts solutions. These solutions must have built in efficiencies where there is a clear reduction in costs with regard to the Municipality's administration and accounting functions, improved controls with the results being in a reduction in operational risk and fraud. The successful bidder should be able to provide the following:

- Facilitate the secure and timeous movement of funds.
- Meet the municipality's requirements in respect of EFT's for all salaries, creditor and other payments.
- Timeous and secure processing of all transactions.
- Ability to interface with financial systems currently being used by the municipality.
- Stringent authorisation and security controls.
- Efficient management and mitigation of risk processes.
- Enhanced data integrity due to stringent validation controls.
- To provide on-line real time account balance and transaction enquiries.
- To provide real-time transaction search capabilities.
- Direct on-line stop payment facility.
- To provide transaction history for up to 12 months.
- The period of historic information available on the system must be indicated and be available within 7 working days. Preferable for 12 months and free of charge regardless the time frame.
- A one-day service for electronic transfer of payments / deposits must be available.
- An electronic sweeping facility between accounts must be available.
 - Facility to download information on the bank statement into the municipality's current financial management system to facilitate bank reconciliations
- Bank statements will be downloaded daily from the bank in the file layout format required by the Municipality's core Financial System service provider. All bank statement transactions are required to be clearly and correctly referenced in an agreed manner to facilitate the bank reconciliation process. Daily bank statements must be available for importing the next day at no later than 07:00.
- Electronic downloading of deposits with a reference indicator in an agreed file format for electronic receipting purposes.
- An audit trail of all electronic fund transfers or deposits.
- Direct on-line facility to enable transfer of funds electronically between the municipality's bank accounts.
- An electronic direct debit order facility to collect payments from the municipality's consumers. Fees per transaction and minimum monthly charges must be stated. The charge per transaction for recalls must also be stated and the ability to provide detail information retaining to unpaid ACB transactions.
- An electronic enquiry facility to access direct debit rejections with a reason / code explaining the rejection.
- The bank must provide the necessary training to municipal personnel to use

the electronic systems. The cost of training to be provided by the tenderer.

- Tenderers must submit with the tender documents a complete list of their external transaction codes in use.
- This must be supplied in hardcopy and electronic medium in Excel.
- The successful tenderer needs to inform the municipality of any new bank codes in relation to bank charges at least ten working days before implementation by the bank.

b) Host to Host Electronic Payment Solution / ACB collection

- Required for bulk monthly debit orders.
- A secure host-to-host solution (that can accommodate the Municipality's transactional volumes) for the electronic transfer of the Municipality's transactions from the Municipality's core financial system to the bank and back needs to be provided.
- The host-to-host solution must be able to transfer electronic transactions from the core financial system to the bank's system and back without downloading the transactions to a user's PC.
- This solution needs to accept transactional files in the standard ACB/Bank Service format/s that can easily be created in the core financial system environment.
- The successful tenderer needs to provide the programming codes to the Municipality's financial management software service provider, if required for any integration.
- A message indicating if the transmission was accepted needs to be returned within one hour of any transaction.
- Details of unpaid debit orders to be provided daily with a reconciliation of accepted/rejected payments.
- The system must be able to accommodate payments from customers up to R1 000 000 (one million rand) per transaction line, mixed with other smaller payment transactions in the same file.
- The system must be able to accommodate more than one payment file per day (no overwriting of previously sent file).
- The system must be able to accommodate 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 the Municipality if any of the daily, weekly or monthly limits are close to being exceeded.
- File security via control totals / hash totals needs to be provided.
- A file/directory naming convention should be utilised whereby the files/directory can easily be identified without looking at the contents of the file.
- Use must be made of a system of transmission numbers and sequence numbers that prevent the accidental duplication of a transmission/file (if a file was transferred twice).
- The transactions reflected on the Municipality's bank statement needs to be available in realtime on a daily basis.
- The bank statement file needs to be in a format that can easily be created in the core financial system environment.

c) Desktop / Direct Solution

- A desktop based online solution (utilising the internet as a communication medium) needs to be provided.
- This solution needs to have a built-in two stage sign in and approving security mechanism.
- This solution can also be used as the back-up solution to the host-to-host solution.
- The solution needs to prompt the users every 30 days to change access passwords

d) Requirements for both the host to host and desktop / direct solution

- Where payments are sent in advance, it must be possible to cancel specific transactions in emergency cases.
- A message / messages indicating rejected/unpaid transactions needs to be returned timeously.
- An online bank inquiry solution needs to be provided. This should be via the desktop/direct solution mentioned above.
- Must be possible to accommodate payments to banking institutions where a universal branch code is utilized.
- Reference fields must be returned on all transactions that are rejected.
- Branch code verifications as well as CDV checks need to occur immediately after any transactions are transferred.
- Both the host-to-host system as well as the desktop/direct solution must be able to accept transactions between the hours of at least 08:00 and 16:30 on week days and on Saturdays. This excludes public holidays.
- The Municipality must be notified timeously of any redirected (reverse, rejected) transactions and related costs.
- All payment entries on the bank statement must show a unique reference number. For EFT payments it will be the EFT batch reference / identifiable transaction sequence number.
- Bank Charges and interest must be separately and uniquely coded by the bank. Any subsequent adjustments to these entries must bear the same reference number on the bank statements as the original entry.
- The system needs to provide the following services in respect of electronic payments: same day payments and up to at least 30 days in the future.

e) Salaries

- The Primary Bank Account is utilised for the payment of all salary related items, including third party payments (PAYE, Pension, Medical Aid Deductions etc.) for all staff employed by the municipality.
- Such payments are processed electronically via EFT's, utilising a PC Based Desktop/Direct solution.
- All transactions debited or credited to the Primary Bank Account must contain effective referencing for clear identification. In such instances, the EFT batch number / identifiable transaction sequence number should be quoted in the text field. The same procedure is required for "Unpaid" EFT amounts relating to an individual employee payment.
- Facility for monies to be recalled on a same day service.

f) Bank Reconciliation

- Bank Reconciliations are performed electronically. Bank statements will be downloaded daily from the bank in the file layout format required by the core financial system service provider and uploaded into the core financial system bank reconciliation module using the transaction identifier /reference number on the statement to determine the type of transaction.
- All bank statement transactions require to be clearly and correctly referenced in an agreed manner to facilitate the core financial system bank reconciliation process.
- Previous day's completed bank statement must be available for electronic downloading by 7:00 each morning.

g) Sweeping of balances

- Facilities should be available should the Municipality require Balances in all Bank Accounts to be automatically swept to the Primary Bank account at the close of business daily reducing all bank accounts, except the Primary bank account, to nil.
- Different sweeping options should be available regarding minimum and maximum amounts, timing and frequency of sweepings.
- For interest calculation purposes, and for the application of overdraft and other banking limits, balances on all current accounts must be notionally consolidated at all times by the bank within one overall cash management system. Interest should be paid on all daily net credit balances.
- The interest rate to be quoted

h) FOREIGN EXCHANGE

SERVICES Introduction

The requirement is the ability to provide the municipality with the facility to accept foreign exchange transactions and to convert the foreign currency to South African Rand (ZAR)

Receipt Management

- To provide efficient services to inform the administration of payments received for the municipality;
- To advise when to convert the funds; and
- To ensure that fraudulent activities are prevented/disallowed

2.2.3 Implementation and training

Dedicated team and Project Manager for:

- All-inclusive seamless installation of all solutions
- Transactional Banking Solutions
- Electronic Banking Solutions
- E-Procurement Solutions

Contractual agreement in the line of a Service Level Agreement between the Municipality and the Bank, which agreement is to be compiled by The Tenderer. Sufficient time frames for implementation of the different solutions. The Tenderer must identify training requirements and time frames for the implementation of solutions. A dedicated specialist Electronic Banking Manager should attend to the following:

- Ensure correct set up and optimisation of the Sage Pastel System structure;
- Identify all additional systems interface requirements for electronic statements and electronic fund transfers;
- List training programs offered for Cash Management, Payments Management and Internet Banking;

- Liaise with appropriate officials regarding interfaces into the Municipality line of business application and MS Excel applications;
- Identify, in consultation with the Municipality, all access levels, authorities, profiles and limits for officials requiring access to the electronic banking systems;
- Attend to the legal documentation and the signing thereof;
- Formalise service level agreements incorporating back up procedures and processes particularly with regards to electronic funds transfers;
- Identify training requirements and arrange the necessary training in consultation with Municipality.
- Provide all user manuals

2.2.4 Social Responsibility

The upliftment of underprivileged communities as well as customer care is a top priority of the Council. Please outline in detail your contribution to Social Development making reference to amongst others the following:

- Community Development Initiatives
- Community Projects
- Corporate Social Investment
- SMME access to finances particularly targeted to geographical area of UMshwathi Local Municipality
- Financing initiatives to the lower income groups
- Enterprise Development
- Empowerment Financing
- Education
- Job Creation
- Community Based HIV/AIDS Programme

2.2.5 Testing environment

- The successful tenderer must provide a testing environment.
- The test environment must be available before go live as well as an agreed period thereafter.
- The successful tenderer must assign dedicated staff to be prepared to help and be on site during the implementation phase.
- Support services must be provided by the successful bidder for the implementation of its services and thereafter

2.2.6 Protection against fraud

- Council requires to be protected against all forms of fraud relating to the receipt and payment of cash, and the processing of banking transactions. Such measures should include authorisation of EFT's, password control, bulk cash handling, payment mandates, security of data, credit / debit transactions, etc. The bank's commitment to assist the Municipality in identifying irregularities (fraud) must be indicated.

2.2.7 Exit Strategy

- Should the existing tenderer's not be successful, the tenderer will be required to provide services until the inception of the new contract, at the same terms, conditions and pricing as per the last increase, until such time that the Municipality closes its existing bank accounts up to a maximum period of six months.

2.2.8 Minimum requirements

The evaluation of tenders will be done in terms of compliance with various listed criteria. Tenders that do not comply with the requirements listed in the table below will automatically be regarded as non-responsive.

	Description of minimum requirements	Indicate compliance with an "X"		For proof of compliance, provide bid document reference page number.
		Yes	No	
2.2.8.1.	Baseline requirements			
2.2.8.1.1.	Certificate of registration as a Bank in terms of the Banks Act, No 94 of 1990, as well as a company profile.			
2.2.8.1.2.	Most recent published National Long-Term Credit Rating report by Fitch.			
2.2.8.1.3.	Internet banking must be "real-time"			
2.2.8.1.4.	Previous day's completed bank statement must be available for electronic downloading by 7:00 each morning.			
2.2.8.1.5.	Inward Debit order system solution must be available.			
2.2.8.2.	Transactional banking			
	Primary bank account:			
2.2.8.2.1.	Must accept all Municipal deposits and must include a reference / description.			
2.2.8.2.2.	Money market account/ accounts linked to the Primary account to enable transfer of funds as and when required.			
2.2.8.2.3.	Overnight/bridging facilities linked between the Municipality's current and money market account/s in the event of an overdraft.			
2.2.8.2.4.	Any adjustment must show original reference.			
2.2.8.2.5.	Facility to be available for periodic balance sweeping into primary account.			
2.2.8.2.6.	Bank charges or interest accrued to be directed to the primary bank account from other bank accounts.			
2.2.8.2.7.	Account specified pre-printed triplicate carbonized deposit books.			
2.2.8.2.8.	Deposit slips to be returned daily via the cash collection service provider			

	Description of minimum requirements	Indicate compliance with an "X"		For proof of compliance, provide bid document reference page number.
		Yes	No	
2.2.8.2.9.	Deposits received by the Bank's Cash Centre at any time during the day must be deposited and reflect on the same day.			
2.2.8.2.10.	Cashier Cash Floats to be made up in terms of cash specifications produced by the Council. (Money bags to be supplied by the bank).			
2.2.8.2.11.	Tenderer undertakes to inform the Municipality of any new bank codes at least ten (10) working days before the code is implemented by the bank.			
2.2.8.2.12.	In the case of unidentified cash the Bank is to provide the Municipality with information about depositor in the absence of a deposit identifier or customer account.			
2.2.8.3	Other bank accounts:			
2.2.8.3.1.	No acceptance of deposits without identifier.			
2.2.8.3.2.	Validation of identifier.			
2.2.8.3.3.	Rejection of invalid deposits (Deposits without identifier).			
2.2.8.3.4.	Any adjustment must show original identifier.			
2.2.8.3.5.	Bank charges and interest to be re-directed to the primary bank account.			
2.2.8.4	Traffic Fine Payments Account			
2.2.8.4.1.	Council requires the successful tenderer to provide the facility to accept Council's Traffic fine payments as per the specification which will be provided by Council.			
2.2.8.4.2.	The following payment channels for Council's traffic fines must be provided by the service provider subject to: No acceptance of deposits without identifier. Validation of identifier. Rejection of invalid deposits. Any adjustment must show original reference			
i.	Over the counter (Cash, Credit card and debit Card)			
ii.	ATM's			
iii.	Internet banking			
2.2.8.5	Special Account for Guarantees			
2.2.8.5.1.	Issuing of guarantees. A separate investment account would be opened for this.			
2.2.8.6	Expenditure			
2.2.8.6.1.	All payment entries to show a unique reference number.			
2.2.8.6.2.	Any adjustment to payment entries must show original reference			

	Description of minimum requirements	Indicate compliance with an "X"		For proof of compliance, provide bid document reference page number.
		Yes	No	
2.2.8.6.3.	The service provider must facilitate the following mode of payments: EFT.			
2.2.8.7	Bank reconciliations:			
2.2.8.7.1.	Bank statements to be downloaded daily and must be in the layout format as required by the municipality's financial system service provider.			
2.2.8.7.2.	All bank statement transactions require to be correctly referenced to facilitate the financial system service provider reconciliation process.			
2.2.8.7.3.	Bank statements must be sent electronically in PDF format and hard copies must be delivered to the Municipality on a monthly basis within 5 working days after month end.			
2.2.8.7.4.	Unpaid items must be debited individually on the Bank Statements and bear the same unique identifier reference as the original deposit.			
2.2.8.8	Host-to-Host Solution (Inward debit order facility)			
2.2.8.8.1.	Secure host-to-host solution that can accommodate the Municipality's core financial system and transactional volumes.			
2.2.8.8.2.	Transfer electronic transactions from the financial system services provider to the bank's system without downloading the transaction to a user's PC.			
2.2.8.8.3.	Accept files in the standard ACB/Bank Service format / a format that can easily be created in the financial system service provider's environment.			
2.2.8.8.4.	Accommodate an item limit up to R1 000 000 mixed with other smaller items			
2.2.8.8.5.	Accommodate more than one payment file per day (no overwriting of previously sent file).			
2.2.8.8.6.	Accommodate inward debit order transactions to all banks in one file.			
2.2.8.8.7.	Security based on different user codes for the different business user groups.			
2.2.8.8.8.	Item/Transaction limits, day limits, weekly limits, etc. per user code.			
2.2.8.8.9.	File security via control totals and hash totals.			
2.2.8.8.10.	File/directory naming convention whereby the files/directory can easily be identified without looking at the contents of the file			

	Description of minimum requirements	Indicate compliance with an "X"		For proof of compliance, provide bid document reference page number.
		Yes	No	
2.2.8.8.11.	Use of a system of transmission and sequence numbers that prevent the accidental duplication of a transmission file (if the file was sent twice).			
2.2.8.8.12.	Message indicating if the transmission was acceptedneeds to be returned within one hour.			
2.2.8.8.13.	An administrative system that will warn the Municipality ifany of the daily or weekly limits are close to being exceeded			
2.2.8.8.14.	Report on all successful transfers.			
2.2.8.8.15.	Report on all unsuccessful transfers together with identifiers indicating vendor name and value.			
2.2.8.8.16.	Prompt the users regularly to change their password to the solution			
2.2.8.9	Desktop/Direct Solution (Internet banking solution)			
2.2.8.9.1.	Desktop based online solution (utilising the internet as acommunication medium) for payments.			
2.2.8.9.2.	Built in two stage sign on and approving securitymechanism.			
2.2.8.9.3.	Online bank inquiry solution.			
2.2.8.9.4.	Accommodate payments to banking institutions where auniversal branch code is utilised.			
2.2.8.9.5.	Report on all successful transfers.			
2.2.8.9.6.	Prompt the users regularly to change their password to thesolution			
2.2.8.9.7.	Where payments are sent in advance it must be possibleto recall specific transactions.			
2.2.8.9.8.	A message / messages indicating rejected/unpaid transactions returned the next day or as soon as available.			
2.2.8.9.9.	Reference fields returned on all transactions that arerejected.			
2.2.8.9.10.	Branch code verifications as well as a CDV checks occur immediately after any transactions are sent.			
2.2.8.9.11.	General internet e-mail not to be used as mode of transmission / instruction between the Municipality and thebank for desktop/direct solutions.			
2.2.8.9.12.	Able to accept payment transactions between the hours ofat least 08:00 and 18: on week days, excluding public holidays.			

	Description of minimum requirements	Indicate compliance with an "X"		For proof of compliance, provide bid document reference page number.
		Yes	No	
2.2.8.9.13.	Municipality to be notified of any redirected transactions.			
2.2.8.9.14.	All entries on the bank statement must show a unique reference and event number.			
2.2.8.9.15.	Bank Charges and interest must be separately and uniquely coded by the bank. Any subsequent adjustments to these entries must bear the same reference number on the bank statements as the original entry.			
2.2.8.9.16.	System must provide the following payment services: from same day to at least 30 days transmission in advance.			
2.2.8.10	Card Machines (Speed point / Merchant services)			
2.2.8.10.1.	To facilitate debit and credit card payment facilities at each cashier and to include the necessary router for the credit card machine to function correctly.			
2.2.8.10.2.	Periodic upgrade of credit card machines			
2.2.8.10.3.	Stand-alone terminals with router included in installation.			
2.2.8.10.4.	Mobile terminal with router included in installation.			
2.2.8.11	General:			
2.2.8.11.1.	Tenderer to provide an interest and bank charges statement to be available on a monthly basis within 5 working days after month end. It must be available in hard copy and electronic PDF format. Hard copy to be delivered and PDF format to be sent electronically.			
2.2.8.11.2.	Electronic invoices supported by detailed workings of the calculation of the bank charge must be supplied monthly, within 5 working days after month end.			
2.2.8.11.3.	Cash management scheme netting of balances to be available.			
2.2.8.11.4.	Upon request make available depositor contact information in imaging or email. Information should be available for at least 12 months.			
2.2.8.12	Fraud protection:			
2.2.8.12.1.	Measures to be instituted to protect Council against all forms of fraud.			
2.2.8.13	Bulk cash handling.			

	Description of minimum requirements	Indicate compliance with an "X"		For proof of compliance, provide bid document reference page number.
		Yes	No	
2.2.8.13.1.	Details of operation of bulk cash centers and confirmation that money will be deposited the same day as received.			
2.2.8.14	Proof of operational capabilities.			
2.2.8.14.1.	Proof that the tenderer can accommodate the transaction volumes as shown in the specification by reference to the tenderers existing client base and volumes, systems and infrastructure.			

2.2.9 Other banking solutions

- Tenderers are to provide information relating to other banking products. (Excluding credit cards, petrol card facility, investments (except for those indicated in the requirements above) and loans)
- Other banking facilities
 - Forward cover
 - Foreign currency
 - Economic advice/forecasting
- Please list other relevant innovations for implementation by the bank.
- Possible future innovations
- Tenderers are also requested to give their comments on possible future innovations that could be of interest to the municipality.
- Tenderers are to include prices for the above, where applicable

2.3 IMPLEMENTATION TIMETABLE

An implementation timetable should be provided to include all deliverables leading up to implementation for transacting to commence on 01 April 2024.

	Implementation plan and time frames	For proof of compliance provided bid document reference page number.
2.3.1.	Provide implementation plan and time frames for implementation.	
2.3.2.	Provide a testing environment / testing facility.	
2.3.3.	Test environment/facility available before go live as well as after go live for a period as agreed upon.	
2.3.4.	Tenderers assign dedicated staff to be prepared to interact and respond during UMshwathi Municipality's implementation phase.	

2.3.5.	A complete list of external transaction codes to be used must be submitted.	
2.3.6.	External transaction codes supplied in hardcopy and electronic format (in Excel). Format must be compatible with the financial system service provider.	
2.3.7.	A programme for implementation of the required banking services including a marketing/publicity strategy.	
	Implementation costs:	
2.3.8.	An indication of any additional computer hardware or software (and its cost to the Council, if applicable) that Council must acquire in order for the proposed banking systems to interface with the core financial system and / or to operate at the required level of efficiency.	
2.3.9.	The training requirements (and its cost to Council, if applicable), for Council's staff to use the proposed banking systems.	
2.3.10.	Bank should be prepared for parallel runs for up to two months before Go- Live, if required.	

2.4 INFORMATION TO BE PROVIDED BY THE BIDDER

This section provides a checklist of additional information to be provided by the Bidder:

	Corporate structure & strength of tenderer	For proof of compliance, provide bid document reference page number.
2.4.1.	Audited financial statements for the last 3 years.	
2.4.2.	Branch network in the UMshwathi/ UMgungundlovu Area (Location and number).	
2.4.3.	ATM network in the UMshwathi/UMgungundlovu Area (Location and number).	
2.4.4.	Details of relationship banking structure and operation.	
2.4.5.	A dedicated support team to maintain and service all banking queries.	
2.4.6.	Social investment & employment equity programmes in the KZN.	
2.4.7.	Indicate if bidder has current exposure to the following: National, Provincial or Local Government.	
2.4.8.	Details of the following in respect of the branch which will be designated as the home branch of Council's bank accounts:	
(a)	Name and physical location	
(b)	Management structure, names, positions, and Dedicated operational/technical support.	
(c)	Staffing numbers and structures	
(d)	Facilities and services available	
(e)	IT (financial) systems, back-up facilities including disaster management.	

EVALUATION.

All Tenders received will be pre-evaluated by a panel on a basis of functionality.

With regard to functionality the following criteria, with the maximum points will be applicable:

Criteria		Rating	Scoring	Evaluation Indicators
1.	Proposal for satellite offices in order to lower the risk of money being on site	Very Good	20	The tenderer convincingly illustrates that cash will be collected daily from all satellite offices, on the risk of the tenderer, and deposited into our primary bank account.
		Good	15	The tenderer convincingly illustrates that cash will be collected twice a week from all satellite offices, on the risk of the tenderer, and deposited into our primary bank account.
		Poor	10	The tenderer convincingly illustrates that cash will be collected once a week from all satellite offices, on the risk of the tenderer, and deposited into our primary bank account.
2.	The National Long- Term Credit Rating of the banking institution	Very Good	20	Credit ratings of AA+/AA and higher
		Good	15	Credit ratings of AA/AA-
		Poor	10	Credit ratings AA/A+ and lower
3.	Innovative products offered by the banking institution	Very Good	20	The tenderer convincingly illustrates that they can supply more technology advanced and efficient banking solutions for the current services being specified in the tender.
		Good	15	The tenderer convincingly illustrates that they can supply more or less the same banking solutions for the current services being specified in the tender.
		Poor	10	The tenderer convincingly illustrates that they can supply less banking solutions for the current services being specified in the tender.
4.	Current municipal clientele (Metro's and municipalities with a budget of R350 million or more)	Very Good	20	The tenderer can supply the municipality of similar clientele (which they currently are the primary bankers for) of more than 30 municipalities.
		Good	15	The tenderer can supply the municipality of similar clientele (which they currently are the primary bankers for) of between 20 – 30 municipalities.
		Poor	10	The tenderer can supply the municipality of similar clientele (which they currently are the primary bankers for) of less than 20 municipalities.

Criteria		Rating	Scoring	Evaluation Indicators
5.	Local Economic Development & Social investments in UMshwathi Municipal area	Very Good	20	The tenderer convincingly illustrates that they can supply the municipality with a project plan over the duration of the contract whereby they will be committed to invest in the community of UMshwathi Municipality.
		Good	15	The tenderer convincingly illustrates that they can supply the municipality with a once-off project whereby they will be committed to invest in the community of UMshwathi Municipality.
		Poor	10	The tenderer convincingly illustrates that they will not invest in the community of UMshwathi Municipality.

For purposes of comparison and in order to ensure a meaningful evaluation, Tenderers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned in the paragraph above.

2.5.5 BIDDERS HAVE TO OBTAIN A MINIMUM SCORE OF 75 FOR FUNCTIONALITY IN ORDER TO CONTINUE WITH EVALUATION. EVALUATION CONTINUES ON THE 80/20 PREFERENCE POINT SCORING SYSTEM.

SECTION 3: PRICING SCHEDULE

3.1 Tenderers are required to comply with the prescribed pricing schedule as stated in Section 3.8. No pricing schedule other than the pricing schedule as stated in Section 3.8 will be accepted and these pricing schedule will not be evaluated and seen as non-responsive. Every line item even if the charge is zero, must be completed.

3.2 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).

3.3 The numbers and values in this pricing schedule are estimated for evaluation purposes only and should not be viewed as absolute numbers and values. The municipality reserves the right to maintain transactions amounts below or over the estimates.

3.4 All prices tendered will be final and binding.

3.5 The tenderer shall complete prices for all items on the price schedule for each section tendered for.

3.6 The Council reserves the right to award each section separately

3.7 ESCALATION

3.7.1 Escalation will only be allowed once per year for the last four years of the contract. Escalation is however not compulsory and if no escalation will take place it must be stated as such in the space provided below. For bid evaluation purposes the stated quantities as per pricing schedule will remain unchanged therefore the total cost for year 1 will be used to apply the escalation percentage for the outer 4 years.

FIXED ANNUAL ESCALATION PERCENTAGE, IF ANY:

IF DATE OF ANNUAL ESCALATION IS DIFFERENT FROM THE 1st JULY OF EACH YEAR, STATE THE DATE OF ANNUAL ESCALATION:

No escalation will be allowed within 12 months of contract.

3.7.2 The bid will be evaluated for pricing purposes over the full term of the contract term, in other words for the full term of 5 years.

3.7.3 All tariffs quoted as per pricing schedule will be adjusted with the escalation percentage as quoted in 3.7.1 for the four outer years from the date as indicated; the tariffs will be round to the same decimal digits as included in the pricing schedule.

3.8 PRICING SCHEDULE

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
1	<u>Fees for deposits and deposit related Transactions</u>					
1.1	Cash Deposits					
1.1.1	Cash Acceptance Device	Per R100 value	R_____ Per R100	2,211 transactions	R 19,337,736	
1.1.2	Cash Deposit Branch	Per R100 Rand value	R_____ Per R100	3,062 Transactions	R 21,467,298	
1.1.3	Cash Deposit Fixed Fee	Per Deposit	R_____ Per transaction	5,273 Transactions		
1.2	Electronic payments by third parties into the bank account:					
1.2.1	Easy pay (per transaction)	Per transaction	R_____ Per transaction	311 transactions	R 5,367,269	

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
1.2.2	Pay @ (per transaction)	Per transaction	R_____ Per transaction	365 transactions	R 33,076,316	
1.2.3	Ontec (per transaction)	Per transaction	R_____ Per transaction	248 transactions	R 123,882,904	
1.2.4	Post Office	Per transaction	R_____ Per transaction	147 transactions	R 1,451,465	
1.3	Electronic bank transfers received (Direct deposits)	Per transaction	R_____ Per transaction	97 160 transactions	R 464,300,794	
1.4	Electronic bank transfers received (ACB) Collection of funds via debit orders signed by customers (CPS host to host)	Per transaction	R_____ Per transaction	20 900 transactions	R 49,185,478	
1.5.	Unpaid ACB's (per transaction)/debit orders	Per transaction	R_____ Per transaction	430 transactions	R 941,686	

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
1.6	Triplicate deposit slips – printing and encoding (100 deposit slips per book)	Per Book	R_____ Per Book	10 Books	N/A	
1.7	Processing of adjustment transactions to correct errors on deposits.	Per Transaction	R_____ Per transaction	20 transactions	N/A	
1.8	Deposit identifier transaction fees:					
1.8.1	Monthly fee	Per Month	R_____ Per month	12 Months	N/A	
1.8.2	Over the counter at same bank (Customer identification number)	Per transaction	R_____ Per transaction	70	N/A	
1.8.3	Electronic deposit transfer identifier all banks -	Per transaction	R_____ Per transaction	24 600	N/A	

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
1.9	Duplicate deposit slips of payments made directly into the bank account of the municipality	Per transaction	R_____ Per transaction	36	N/A	
1.10	Merchant services					
1.10.1	Once off Installation fee	Once off total units	R_____ Per Unit	10	N/A	
1.10.2	Stand-alone terminal rental per month Including remote connection	Per Machine	R_____ Per Unit / Per Month	9	N/A	
1.10.3	Mobile terminal rental per month: Including remote connection	Per Machine	R_____ Per Unit / Per Month	1	N/A	
1.10.4	Credit cards	Percentage	%	N/A	R 7,765,955	
1.10.5	Debit cards	Percentage	%	N/A	R 41,418,428	

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
1.10.6	Foreign	Percentage	%	N/A	R 2,588,651	
2.	Fees for payments and payment related transactions					
2.1	Electronic fund transfers (EFT) via the ACB system					
2.1.1	EFT (Creditors payment runs) Same Day	Per transaction	R_____ Per transaction	4 500	R 790,623,822	
2.1.2	EFT (Creditors payment runs) One Day	Per transaction	R_____ Per transaction	24	R 182,066,514	
2.1.3	EFT (Creditors payment runs) Two Day	Per transaction	R_____ Per transaction	4	R 31,730,603	
2.1.3	EFT (Creditors payment runs) Real Time/Immediate release	Per transaction	R_____ Per transaction	4	R 2,500,000.00	

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x Cost per annum excluding VAT Year 1
2.1.4	EFT (Salary payment runs +/-24 runs) Same Day	Per transaction	R_____ Per transaction	800	R 3,500,000.00	
2.1.5	EFT (Salary payment runs +/-24 runs) One Day	Per transaction	R_____ Per transaction	10 500	R 225,820,128	
2.2	Foreign currency payment facility fee	Per transaction	R_____ Per transaction	6	R 2,000,000	
2.3	Foreign currency payment facility commission	Percentage	%		R 2,000,000	
2.4	Third party debit orders	Per transaction	R_____ Per transaction	510	R 17,550,438	
2.5	Interbank transfers for investing of municipal funds(=R5 million)	Per transaction	R_____ Per transaction	5	R 25,000,000	
2.6	Transfer between bank Accounts	Per Transaction	R_____ Per transaction	12	R 10,000,000	

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
2.7	Petty cash withdrawals	Per transaction	R_____ Per transaction	24	R 100,000	
2.8	Recall of electronic payments.	Per transaction	R_____ Per transaction	5	R 1000 000	
3.	Bank statements					
3.1	Initial Registration Fee	Once-Off	R_____	1	N/A	
3.2	PDF Format	Per statement	R_____ Per statement	60	N/A	
3.3	Electronic Format (Per Page)	Per Page	R_____ Per Page	8 000	N/A	
3.4	Daily Statements (Per Page)	Per Page	R_____ Per Page	8 000	N/A	

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
3.5	Confirmation report (AG SA)	Per Confirmation	R_____ Per Confirmation	2	N/A	
3.6	Certificate of balance	Per Confirmation	R_____ Per Confirmation	5	N/A	
3.7	Certificate of Interest	Per Confirmation	R_____ Per Confirmation	5	N/A	
3.8	Long outstanding queries raised after 3 months or more.(Unknown Deposits)	Per transaction	R_____ Per transaction	24	N/A	
3.9	Provision of bank statement data in a format compatible to Sage Pastel bank reconciliation system	Per File	R_____ Per File	1 500	N/A	
4	Interest on Current bank balance – daily					
4.1	Credit balances: prime rate +/- _____% interest	Percentage	%	360 Days	R 10,000,000	

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
4.2	Debit balances: Overdraft facility: prime rate +/- _____%interest	Percentage	%	10 Days	R 10,000,000	
4.2	Debit balances: Overnight Overdraft facility: prime rate +/- _____% interest	Percentage	%	10 Days	R 10,000,000	
4.3	Cost of Overdraft Facility	Annually	R_____ Per Annum	1	R 10,000,000	
4.4	Cost of Overnight Overdraft Facility	Annually	R_____ Per Annum	1	R 10,000,000	
5	Electronic Banking					
5.1	Cash Management System (Desktop PC or Laptop Based)					
5.1.1	Installation – Once off fees / Token Fees	Per User / Once off	R_____ Per User / Once off	20	N/A	

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
5.1.2	The Municipality's Financial management system integration	Once off Fees	R_____ Once off	1	N/A	
2.3	User Fees- Per User /System Manager / Administrator	Per User / Annually		20	N/A	
5.3	Banking notification and reminder charges					
5.3.1	E-Mail	Per transaction	R_____ Per transaction	200	N/A	
5.3.2	SMS	Per transaction	R_____ Per transaction	100	N/A	
5.4	Payments & Collections Via Host-to-Host connectivity (Including ACB Fees)					
5.4.1	Registration / Implementation Fee	Once-off	R_____ Once-off	1	N/A	

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
5.4.1	Minimum Monthly Internet Banking Fee- Host to Host	Per Month	R_____ Per Month	12	N/A	
6.	Cash in Transit services					
6.1	Exchange of Notes					
6.1.1	The exchange of notes for small change	Per transaction	R_____ Per transaction	52 Transactions	R 10,000	
6.1.1	Small change slips	Per transaction	R_____ Per transaction	52 Transactions	R 10,000	
6.2	Pick up Points					
6.2.1	Main Office (Income Section)	per working day per week	R_____ Per Collection	249 Days	N/A	
6.2.1	Wartburg Offices	per working day per week	R_____ Per Collection	249 Days	N/A	

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
6.2.2	Dalton Offices	per working day per week	R_____ Per Collection	249 Days	N/A	
7	Maintenance, Support & Training					
7.1	Maintenance & Support- Per Hour or part thereof, including travel time	Per Hour	R_____ Per Hour	80	N/A	
7.2	Training- Per Hour or part thereof, including travel time	Per Hour	R_____ Per Hour	80	N/A	
7.3	Help Desk Enquiries	Per Enquiry	R_____ Per Enquiry	24	N/A	
8	Ad-hoc transactions					

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
8.1	Monthly management fee, if applicable	Per Month	R_____ Per Month	12	N/A	
8.2	Minimum monthly service fee, if applicable	Per Month	R_____ Per Month	12	N/A	
8.3	Electronic Sweeping facilities, if applicable (Automatically transfer balances Per transaction)	Per transaction	R_____ Per transaction	300	N/A	
8.4	Third party account verification services (per enquiry)	Per transaction	R_____ Per transaction	200	N/A	
8.5	Setup of new user of electronic banking services	Per User	R_____ Per User	5	N/A	
8.6	Reset of the login key of electronic banking operators	Per reset	R_____ Per reset	12 times	N/A	
8.7	Reset of password of electronic banking operators	Per reset	R_____ Per reset	12 times	N/A	

NO	DESCRIPTION	A Basis of charge (per transaction/percentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
8.8	Cash Acceptance Machine					
8.8.1	Installation- Once Off Fees	Once off Fee	R_____ Per Installation	5 Machines	N/A	
8.8.2	Cash Acceptance Machine (auto safe) that will be able to count bank notes and coins for the cash up procedures. (These devices must also print a deposit slip that is acceptable by the bank.)	Per Device / Monthly	R_____ Per Device / Monthly	1 device (± 10,000 notes per day)	N/A	
8.8.3	Cash Acceptance Machine (auto safe) that will be able to count bank notes and coins for the cash up procedures. (These devices must also print a deposit slip that is acceptable by the bank.)	Per Device/ Monthly	R_____ Per Device / Monthly	1 device (± 4,000 notes per day)	N/A	
8.8.4	Cash Acceptance Machine (auto safe) that will be able to count bank notes and coins for the cash up procedures. (These devices must also print a deposit slip that is acceptable by the bank.)	Per Device/ Monthly	R_____ Per Device / Monthly	3 devices (± 2,000 notes per day)	N/A	

NO	DESCRIPTION	A Basis of charge (per transaction/p ercentage / per R-value)	B Tariff / percentage (%) per transaction excluding VAT	C Number of transactions per annum	D Value of transactions per annum	B x C or B x D Cost per annum excluding VAT Year 1
Total cost excl. VAT						
VAT @ 15%						
Total cost incl. VAT						

Signature of person authorized to sign quotation

Date

POSTAL ADDRESS:

CONTACT DETAILS:

APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS WITH EFFECT FROM 1 APRIL 2024 UNTIL 31 MARCH 2029

RESPONSIVENESS AND EVALUATION CRITERIA

NB: uMshwathi Municipality may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered further.

RESPONSIVENESS CRITERIA

No bid will be considered by uMshwathi Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid **must** meet the following requirements amongst others):

COMPULSORY RETURNABLE DOCUMENTS:

- The **official Bid document** must be fully completed in indelible black ink. Where information requested does not apply to the Bidder and the space is left blank, it will be deemed to be not applicable.
- The Bidder must be in **good standing** to do business with the public sector (not listed in the database of tender defaulters)
- The bidder must adhere to the **Pricing Instructions**,
- The necessary document **authorizing the Representative to sign** and submit the bid on the bidder's behalf must be completed and signed.
- The **Municipal Bid Documents (MBDs) 1, 3.1, 4, 6.1, 7.1, 8, 9** by the bidder must be completed and signed.
- Central Supply Database Certificate (CSD) Number & CSD Report
- Valid Tax Clearance Certificate/ Verification PIN,
- ID certificate(s) of all directors, members and/or shareholders,
- Certificate of Authority for Signatory and Registration
- Certified copies of directors ID
- Copy of company registration documents.
- Utility Bill not in arrears for more than three (3) months, in case where bidder is renting, a lease agreement must be attached in addition to landlord's utility bill (both the signed lease agreement and the utility bill must be submitted). In a case company is operating in areas where municipal charges are not applicable, both Proof of Resident (POR) and Affidavit must be submitted.
- Record of addendum (if applicable)

uMshwathi Municipality

APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS WITH EFFECT FROM 1 APRIL 2024 UNTIL 31 MARCH 2029

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

BID DOCUMENTS MUST BE HAND DELIVERED IN A SEALED ENVELOP TO THE SUPPLY CHAIN MANAGEMENT UNIT AT NEW HANOVER OFFICES OPPOSITE POLICE STATION.

Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will not be accepted for consideration.

ALL QUOTES MUST BE SUBMITTED ON YOUR COMPANY LETTER HEADS

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
--

NB: NO QUOTES WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

VALIDITY OF PROPOSAL

The proposal must be valid for at least hundred and twenty (120) days for the closing date.

uMshwathi Municipality

APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS WITH EFFECT FROM 1 APRIL 2024 UNTIL 31 MARCH 2029

MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	T2022/23/34	CLOSING DATE:	03 AUGUST 2023	CLOSING TIME	12H00 PM
DESCRIPTION	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS WITH EFFECT FROM 1 APRIL 2024 UNTIL 31 MARCH 2029				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS SHALL BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)					
New Hanover (R33) Opposite New Hanover SAPS and be deposited in the municipality's tender box located at New Hanover Municipality's main office no later than 12h00 on Thursday, 03 AUGUST 2023 . Incomplete, emailed, faxed and late proposal documents will not be considered.					
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					
				CSD No:	
CIPC REGISTRATION	<input type="checkbox"/> Yes <input type="checkbox"/> No				
In order to claim 20 points for specific goals, the company must have the following ownership					
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	Finance/ SCM Unit		CONTACT PERSON	Mr. EV. Mdlalose	
CONTACT PERSON	Mrs. B. Ntinga		TELEPHONE NUMBER	033 816 6800	
TELEPHONE NUMBER	033 816 6800		FACSIMILE NUMBER	033 502 0286	
FACSIMILE NUMBER	033 502 0286		E-MAIL ADDRESS	vusumuzim@umshwathi.gov.za	
E-MAIL ADDRESS	bongisiwen@umshwathi.gov.za				

APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS WITH EFFECT FROM 1 APRIL 2024 UNTIL 31 MARCH 2029

**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)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> 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 OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

uMshwathi Municipality

APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS WITH EFFECT FROM 1 APRIL 2024 UNTIL 31 MARCH 2029

FORM OF OFFER AND ACCEPTANCE

APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS WITH EFFECT FROM 1 APRIL 2024 UNTIL 31 MARCH 2029

AGREEMENT AND CONTRACT DATA

i. Offer

Bid No.: T2022/23/34 – Appointment of a Suitable Service Provider for The Provision of Banking Services for a period of 5 years with the effect from 1 April 2024 until 31 March 2029

The Bidder, identified in the Offer signature block, has examined the documents listed in the Bid Data and addenda thereto, and by submitting this offer has accepted the conditions of bid.

By the representative of bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder 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 price inclusive of Value Added Tax (VAT) is

R_____ (Words)_____

Or such other sum as may be ascertained in accordance with the contract.

I/we are registered VAT vendors and the above price INCLUDES VAT.

I/we acknowledge that the VAT vending status as disclosed on this tender form shall remain constant for all purposes under this contract and no claim for adjustment will be entertained for any such claim.

In the event of there being any errors of extension or addition in the priced schedule of quantities (and/or specification), I/we agree to their being corrected, the rates being taken as correct.

I/we undertake to complete and deliver the whole of the works comprised in the contract within the time stated.

I/we are formally associated by written agreement with the following firms, corporations or companies:

uMshwathi Municipality

APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS WITH EFFECT FROM 1 APRIL 2024 UNTIL 31 MARCH 2029

(Enter Nil if no affiliations)

I/we are fully paid up members in good standing of the following organisation(s):

(Enter Nil if no affiliations)

My/Our VAT vendor registration number is: _____

I/We bank at the _____ branch of

_____ where I/we have a _____

Account (no. _____)

Bankers contact name _____ & tel no. _____

I/we acknowledge that proof of the information entered in this offer required in terms of this document and/or provisional Letter of Acceptance, will be submitted and that the absence of such information or the failure to comply will render this offer unresponsive (invalid).

It is agreed and understood that this tender is valid for 3 months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding contract between us.

I/We understand that uMshwathi Municipality is not bound to accept the lowest or any tender and acknowledge that the uMshwathi Municipality may, if in its absolute discretion good and sufficient grounds are brought to its attention in writing within 5 working days from date hereof, decline to consider my/our offer.

Yours faithfully

SIGNATURE: _____

NAME & CAPACITY
ON BEHALF OF: _____

ADDRESS: _____

Name of Witness _____

Signature of Witness _____

DATE: _____

uMshwathi Municipality

APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS WITH EFFECT FROM 1 APRIL 2024 UNTIL 31 MARCH 2029

AUTHORITY OF SIGNATORY TO SIGN

(To be completed when the Tender is submitted by a Company, Corporation or Firm)

I, the undersigned, hereby declare that I am authorized to enter into this Contract on behalf of

.....

by virtue of resolution/letter dated, a certified copy of which is attached.

Signature:

Name (in capital letters) :

In his/her capacity as :

Date :

As Witnesses:

1. Signature: Name:

2. Signature: Name:

APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS WITH EFFECT FROM 1 APRIL 2024 UNTIL 31 MARCH 2029

MBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- | | | |
|----|--|--------------------------|
| 1. | Required by: | |
| | At: | |
| | | |
| 2. | Brand and Model | |
| 3. | Country of Origin | |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| 4. | If not to specification, indicate deviation(s) | |
| 5. | Period required for delivery | |
| | | *Delivery: Firm/Not firm |
| 6. | Delivery basis | |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars.

* 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 No.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.

APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS WITH EFFECT FROM 1 APRIL 2024 UNTIL 31 MARCH 2029

.....

.....

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

YES / NO

3.7.1 If so, furnish particulars.

.....

.....

3.8 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

3.8.1 If so, furnish particulars.

.....

.....

3.9 Are you, aware of any relationship (family, friend, other) between a 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

3.9.1 If so, furnish particulars

.....

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....

.....

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

YES / NO

3.11.1 If so, furnish particulars.

.....

.....

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

YES / NO

3.12.1 If yes, furnish particulars.

.....

.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....

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

YES / NO

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

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

.....
Date

.....
Position

.....
Name of Bidder

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for **Specific Goals**.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of R30 000.00 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.4 Failure to submit CIPC Registration document and/or Central Data Base Report.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“Highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to the other tenders;
- 2.3 **“lowest acceptable tender”** means a tender that complies with all the specifications and conditions of tender and has lowest price compared to the other tenders;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price Bids, advertised competitive bidding processes or proposals;
- 2.5 **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts;
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.10 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.11 **“non-firm prices”** means all prices other than “firm” prices;
- 2.12 **“person”** includes a juristic person;
- 2.13 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.14 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.15 **“specific goals”** means specific goals as contemplated in section 2 (1)(d) of the Act which may include contracting with persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of

programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

- 2.16 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.17 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for a Specific Goals

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for a specific goals stated in the tender advert in accordance with the table below:

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

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

Specific Goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (80/20 system) To be completed by the bidder
Race HDP (Black Equity Ownership)	10	
Gender HDP (HDP Women Equity Ownership)	5	
Disability HDP	5	

6 DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of firm :

6.2 VAT registration number :

6.3 Company registration number :

:

6.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

6.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

6.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS.

6.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the Specific Goals indicated in paragraph 5 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 5, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the Specific Goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

CONTRACT FORM – RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents,
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for specific goals in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

WITNESSES

1

2.

DATE:

NAME OF FIRM

DATE

MBD 7.1

CONTRACT FORM – RENDERING OF SERVICE**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I **NHLANHLA M. MABASO** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **T2022/23/34** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS POINTS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all 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 any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five 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	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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 of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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 state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 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 Bids, 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)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder