



**MOHOKARE**  
LOCAL MUNICIPALITY



P. O. Box 20, Zastron, 9950  
Tel: 051 673 9600  
Fax: 051 673 1550  
E-mail [info@mohokare.gov.za](mailto:info@mohokare.gov.za)  
[www.mohokare.gov.za](http://www.mohokare.gov.za)

**CONTRACT NO.: SCM/MOH/03/2024**

**PROVISION OF BANKING AND RELATED SERVICES  
FOR A PERIOD OF 5 YEARS**

**CLOSING DATE: 18 JUNE 2024 (14:00)**

Prepared by:  
Mohokare Local Municipality  
Hoofd Street  
Zastron  
9950

NAME OF BIDDER	
CSD REGISTRATION NO	
SARS PIN	
AMOUNT (VAT incl.)	R

ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	

**The following particulars must be furnished /attached failure to do so WILL result in your bid being disqualified**

No.	Details	Tick(x)
1.	Proof that the supplier is registered on the <b>Centralised Suppliers Database (CSD)</b>	
2.	<b>Original municipal account of company</b> , if renting and the lessee is not responsible for municipal rates and taxes as stipulated in the lease agreement only a signed lease agreement /if renting and the lessee is responsible for municipal rates and taxes as stipulated in the lease agreement both signed lease agreement and municipal account not older than 3 months	
3.	<b>Compulsory site briefing attended</b> (if applicable)	
4.	<b>Certificate of authority of signatory</b> not older than 3 months	
5.	<b>Valid BBBEE certificate</b> issued by <b>SANAS</b> accredited agencies or <b>certified Sworn Affidavits</b> and <b>certificate or evidence of</b> specific goal specified for the tender	
6.	<b>Joint Venture Agreement</b> (if applicable)	
7.	<b>Completed and signed form of offer</b> and <b>Completed and signed MBD forms (ALL MBD forms in the tender)</b>	
8.	<b>Certificate of registration</b> as a Bank in terms of the Banks Act, No. 94 of 1990 must be attached.	
9.	Signed and completed addenda to the tender (if applicable)	



## Table of Contents

MBD 2 APPLICATION FOR TAX CLEARANCE AND TAX CLEARANCE CERTIFICATE REQUIREMENTS.....	6
APPLICATION FOR TAX CLEARANCE CERTIFICATE .....	7
TAX CLEARANCE CERTIFICATE REQUIREMENTS .....	8
MBD 4 DECLARATION OF INTERESTS .....	9
MBD 6.1 PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS.....	11
GENERAL CONDITIONS .....	12
GENERAL DEFINITIONS .....	13
ADJUDICATION USING A POINT SYSTEM.....	14
POINTS AWARDED FOR PRICE SYSTEM .....	15
POINTS AWARDED FOR ATTAINING THE B-BBEE STATUS .....	<b>Error! Bookmark not defined.</b>
BID DECLARATION .....	16
DECLARATION WITH REGARD TO B-BBEE .....	16
TYPE OF FIRM .....	16
DESCRIBE PRINCIPAL BUSINESS ACTIVITIES .....	17
CONSORTIUM / JOINT VENTURE.....	17
BID ADVERTISEMENT.....	20
BID SPECIFICATIONS .....	22
CONTRACT FORM – RENDERING OF SERVICES.....	30
MBD 8 DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	33
CERTIFICATION .....	34
FORM OF OFFER AND ACCEPTANCE (AGREEMENT).....	38
OFFER .....	38
ACCEPTANCE .....	39
GENERAL CONDITIONS OF BID .....	40

## MBD 1 INVITATION TO BID

**You are hereby invited to bid for the requirements of the Mohokare Local Municipality**

BID NUMBER: **SCM/MOH/03/2024** DESCRIPTION: PROVISION OF BANKING AND RELATED SERVICES FOR A PERIOD OF 5 YEARS CLOSING DATE: **18 JUNE 2024** CLOSING TIME: **14:00**

**The successful bidder will be required to fill in a written Contract Form (MBD 7) and sign a service level agreement**

BID DOCUMENTS SHOULD BE DEPOSITED IN THE BOX SITUATED AT THE MUNICIPAL OFFICES OR MAY BE POSTED:

**MOHOKARE LOCAL MUNICIPALITY  
HOOFD STREET  
ZASTRON  
9950**

**Enclose the envelope with the contract number; Description and the closing date.**

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

The bid box is generally open 5 days a week (Monday to Friday), from 08:00 to 16:30.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED OR PHOTO COPIED)

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

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

1. Relevant specifications
2. Value for money
3. Capability and capacity to execute the contract
4. PPPFA & associated regulation
5. 80/20 preference point system

**NB: NO BID WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

TELEPHONE NUMBER    CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

CELLPHONE NUMBER    \_\_\_\_\_

FASCIMILE NUMBER    CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

VAT REGISTRATION NUMBER \_\_\_\_\_

HAS ORIGINAL VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD2)?  
**YES/NO**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/  
SERVICES OFFERED BY YOU? (IF YES ENCLOSE PROOF)  
**YES/NO**

SIGNATURE OF BIDDER \_\_\_\_\_

DATE \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED \_\_\_\_\_

TOTAL BID PRICE (R) \_\_\_\_\_

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

MUNICIPALITY            : Mohokare Local Municipality  
DEPARTMENT            : Supply Chain Management  
CONTACT PERSON        : Acting Senior SCM Accountant - Mr P. Lesenyeho  
TEL NUMBER             : +27 (051) 673 9600/ 061 267 1582  
FAX NO.                 : +27 (051) 673 1550

**ANY ENQUIRIES REGARDING THE TECHNICAL INFORMATION MAY BE DIRECTED TO:**

CONTACT PERSON        : Ms. T. Mabote  
TEL NUMBER             : 051 673 9600/ 082 075 0429  
FAX NO.                 : 051 673 1550

**MBD 2 APPLICATION FOR TAX CLEARANCE AND TAX CLEARANCE  
CERTIFICATE REQUIREMENTS**

**APPLICATION FOR TAX CLEARANCE CERTIFICATE  
(IN RESPECT OF BIDDERS)**

1. Name of taxpayer / bidder \_\_\_\_\_

2. Trade Name: \_\_\_\_\_

3. Identification 



  
Number

4. Company/Close 



  
Corporation Registration  
Number:

5. Income Tax Reference 



  
Number:

6. VAT Registration Number:

7. PAYE Employer 



  
Registration Number (if  
applicable)

Signature of contact person requiring Tax Clearance Certificate: \_\_\_\_\_

Name: \_\_\_\_\_

Tel Number:      Code: \_\_\_\_\_ Number: \_\_\_\_\_

Address: \_\_\_\_\_

Date: 20\_\_\_\_/\_\_\_\_/\_\_\_\_

**PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICES (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND /OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE - OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.**

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

IT IS A CONDITION OF THE BIDDER THAT: –

1. The taxes of the successful bidder must be in order, or that satisfactory arrangement has been made with Receiver of Revenue to meet his/her tax obligations.
2. The attached form “Application for Tax Clearance Certificate” (in respect of bidders), must be completed in all aspect and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for the period of twelve (12) months from the date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance may invalidate the bid.
3. In bids where Consortia /Joint Venture / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the application for Tax Clearance Certificate are available at any Receiver’s Office.



## MBD 4 DECLARATION OF INTERESTS

1. No bid will be accepted from persons in the service of the state.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegation of favouritism, should be resulting bid, or part thereof, be awarded to person 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 presently in the service of the state\* **YES/NO**

3.6.1 If so, furnish particulars.

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

MSCM Regulations: "in the services of the state \*means to be: -

(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 municipal 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.

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 evaluation and or adjudication.  
**YES/NO**

3.9.1 If so, furnish particulars.

---

---

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?  
**YES/NO**

3.10.1 If so, furnish particulars.

---

---

3.11 Are any spouses, 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.

---

---

**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 PROVES TO BE FALSE.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Bidder**

**MBD 6.1 PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS**

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

**PURCHASES**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for B-BBEE status preference points as well as a summary for preference points claimed for attainment of other specified goals.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**GENERAL CONDITIONS**

1.1 The following preference points system are applicable to all bids;

- The 80/20 system for requirements with Rand value of up to R 50 000 000,00; and
- The 90/10 system for requirements with Rand value above R 50 000 000,00.

1.2 The value of this bid is estimated to not exceed R 50 000 000,00 and therefore the 80/20 shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE rating certificates, issued by either verification agency accredited by the **South African Accreditation System (SANAS)** or by registered auditors approved by the Independent or **Certified Sworn Affidavits**.

1.4 The points for this bid are allocated as follows:

	<b>POINTS</b>
<b>1.4.1 PRICE</b>	<b>80</b>
<b>1.4.2 B-BBEE status level of contribution</b>	<b>10</b>
<b>1.4.3 SPECIFIC GOALS</b>	<b>10</b>

Separate Preference Points Claim Form will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3 (b) above.

**Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.**

- 1.1 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.

## GENERAL DEFINITIONS

- 1.2 **“Acceptable bid”** means any bid which, in all respects, complies with specification and conditions of bid as set out in the bid documents.
- 1.3 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black empowerment Act;
- 1.4 **“B-BBEE status level of contribution”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment Act;
- 1.5 **“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 goods, work or services.
- 1.6 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration
- 1.7 **“Consortium or joint venture”** means as association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.8 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 1.9 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulation 2017. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of state to give particular consideration top procuring locally manufactured products.
- 1.10 **“Control”** means the possession and exercise of legal authority and power to manage the assets goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing his operations of the business.
2. **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.1 **“Management”** an activity inclusive of control and performed on a daily basis, by person who is principal executive officer of the company, by whatever name that person maybe ignited, and whether or not that person is a director.

- 2.2 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.3 **“Person”** includes reference to a juristic person.
- 2.4 **“Rand value”** means the total estimated value of a contract in rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.5 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.6 **“Sub – contracting”** means the primary contractor’s assigning or leasing or 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.
- 2.7 **“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.
- 2.8 **“Trustee”** 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.
- 2.9 **“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;

#### **ADJUDICATION USING A POINT SYSTEM**

- 2.10 The bidder obtaining the highest number of points will be awarded the contract.
- 2.11 Preference points shall be calculated after prices have been brought to a comparative basis.
- 2.12 Points scored will be rounded off to 2 decimal places.
- 2.13 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points of specified goals.

## POINTS AWARDED FOR PRICE SYSTEM

### 2.14 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

**MBD 6.1**

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

Where:

- Ps = Points scored for price of bid under consideration  
Pt = Rand of bid under consideration  
Pmin = Rand value of lowest acceptable bid

## POINTS AWARDED FOR ATTAINING THE B-BBEE STATUS

### 1.29 The 80/20 preference point system for acquisition of services, works or goods up to a Rand value of R50 million

Points will be awarded for attaining the B-BBEE status level of contribution in accordance with the following table below:

B-BBEE Status level of contributor	Number of points
1	10
2	8
3	6
4	4
5	2
6	2
7	2
8	2
Non-compliant contributor	0

- (i) A maximum of 10 points may be allocated in accordance with the table above.  
(ii) The points scored in respect of B-BBEE contribution contemplated in the table above will be added to the points scored for the price.

### 1.30 The 90/10 preference point system for acquisition of services, works or goods above Rand value of R50 million

Points will be awarded for attaining the B-BBEE status level of contribution in accordance with the following table below:

B-BBEE Status level of contributor	Number of points
1	10
2	8
3	6
4	4
5	2
6	2
7	2
8	2
Non-compliant contributor	0

- (i) A maximum of 10 points may be allocated in accordance with the table above.
- (ii) The points scored in respect of B-BBEE contribution contemplated in the table above will be added to the points scored for the price.

**MBD 6.1**

**BID DECLARATION**

Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

**1. B-BBEE STATUS CLAIMED IN TERMS OF THE ABOVE PARAGRAPH.**

B-BBEE Status level of contributor	Number of points claim

**2. Specific Goals.**

Specific Goals	Number of points claim
Local Area of service	
Mohokare Local Municipality = 10	
Xhariep District= 6	
Free State = 4	
Outside Free State=2	

**DECLARATION WITH REGARD TO B-BBEE**

- 2.15 Name of firm : \_\_\_\_\_
- 2.16 VAT Registration number : \_\_\_\_\_
- 2.17 Company Registration number : \_\_\_\_\_

**TYPE OF FIRM**

- Partnerships
- One-person business / sole trader



Close Corporation

Listed Company

(Pty) Limited

**[TICK APPLICABLE BOX]**

## DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

---

---

---

---

---

**MBD 6.1**

## COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers e.g. transporters, etc.

**[TICK APPLICABLE BOX]**

## MUNICIPAL INFORMATION

Municipality where business is situated: \_\_\_\_\_

Registered Account No.: \_\_\_\_\_

Stand No.: \_\_\_\_\_

## CONSORTIUM / JOINT VENTURE

2.17.1 In the event that preference points are claimed for B-BBEE by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the B-BBEE Status.

Name of Company (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the Company

2.18 I/We, the undersigned, who warrant that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I/we acknowledge that:

(i) The information furnished is true and correct.

**MBD 6.1**

(ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

(iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy-

(a) recover costs, losses or damages incurred or suffered as a result of that person’s conduct; and

(b) cancel the contract and claim any damages suffered as a result of having to make less favourable arrangements due to such cancellation;

**WITNESSES:**

1. ....

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

2. ....

**DATE:.....**

**ADDRESS:**

.....

.....

.....

# BID ADVERTISEMENT



## Call for Bids

### PROVISION OF BANKING AND RELATED SERVICES

Mohokare Local Municipality wishes to invite bidders for the above mentioned tender.  
The minimum specifications are detailed in the bid document.

Tender documents are obtainable at **R 500.00 non-refundable deposit per set**.  
(Crossed cheques payable to the **Mohokare Local Municipality**).

**Closing: 18 June 2024**

**Contact Person for queries:**

**Acting Senior Manager: Finance, -Ms.T. Mabote**

#### Instructions dealing with the depositing of bids:

Address bids to:

**Mohokare Local Municipality  
Hoofd Street  
ZASTRON  
9950**

**and endorse the envelope with the contract number and the closing date.**

#### Please note:

1. Late bids, telegraphic bids or bids sent by fax will not be considered.
2. The lowest or any bid will not necessarily be accepted and the Municipality reserves the right to accept where applicable a portion of any bid.
3. Section 217 of the Constitution of the Republic of South Africa requires an organ of state to contract for goods and Services in accordance with a system which is fair, equitable, transparent, competitive & cost effective.

4. This Supply Chain Management Policy of the Municipality has been drawn up to give effect to these principles and Preferential Procurement Legislation, and furthermore comply with the provisions of the Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003) and regulations promulgated in terms thereof.
5. Bids that are invalid, non-responsible in terms of Clause 7.2.14 of the Supply Chain Management Policy will be disqualified at the opening of the bids.
6. Bid documents must be deposited in the bid box not later than **14H00** on the closing date (18 June 2024)

**Mr.M. Mohale**  
**Acting-Municipal Manager**

**BID SPECIFICATIONS**

# PROVISION OF BANKING & RELATED SERVICES

## SCOPE OF WORKS

### 1.1 TENDER REQUEST

In terms of the Municipal Finance Management Act, Supply Chain Management Regulation 30, the Municipality is required to advertise every 5 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.

Tenders will be evaluated using the procedures as set out in the tender document.

### 1.2 TENDER EVALUATION

The evaluation of the functional tender will be on the basis of its responsiveness to Section 2 below. The points system indicated below will be applied.

Bidders scoring less than 100 points on functionality will be deemed not responsive and will not be evaluated on the 80/20 preference points system.

The bid evaluation committee of the Municipality will determine whether the functionality and pricing tenders are complete, i.e. whether all the items as required has been costed. If the tender is not complete, the tender may be rejected as not responsive.

### 1.3 FUNCTIONALITY

The following criteria and formula will be used to calculate points for the functionality evaluation of the tender:

	CRITERIA	MAXIMUM POINTS	SCORE
1.	Compliance with the requirements as set out in paragraph 2.1 below	109	
	TOTAL	109	

### 1.4 BANK ACCOUNT

In terms of the Municipal Finance Management Act, No 53 of 2006, Section 7 and 85, a Municipality must have a Primary Bank Account. The following monies are paid into the Primary Bank Account.

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

### 1.5 FINANCIAL ACTIVITIES AND INFORMATION

1.5.1 As evident in paragraph 1.4 above all monies are paid into the Primary Bank Account.

The following estimated transactions per month are provided to bidders as a measure or indication of the average number of the transactions the entity will be doing:

- Number of cash deposits – 50
- Total value of cash deposits – R 150 000,00
- Number of billing offices – 3
- Electronic payments received – 1 000
- Value of electronic payments received – R 800 000,00

1.5.2 All payments to creditors and employees are affected mostly by electronic transfer.

The following estimated transactions per month are provided to bidders as a measure on an indication of the average number of transactions the entity will be doing:

- Number of electronic transfers – 500
- Value of electronic payments – R 15 million
- On average 350 employees paid monthly by ACB – R 5 million

1.5.3 Certificate of registration as a Bank in terms of the Banks Act, No. 94 of 1990 must be attached.

1.5.4 The company must submit a company profile, including, copies of the company founding statements, company credit rating as well as detailed exposition of previous work done.

1.5.5 Bids must include provision for the training of staff of the entity relating to the implementation and management of banks services and must be on site at the Municipality during the implementation phase. Regular meetings with the CFO must also be held.

1.5.6 The annual escalation in fees must be given.

1.5.7 The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable documents are required for the purpose of evaluating the tender, some will form part of the subsequent contract, as they form the basis of the offer. For this reason, it is very important that service providers return all information requested.

## 2. TERMS OF REFERENCE

### 2.1 OBJECTIVES

Tenders are invited for the appointment of a Commercial Bank registered in terms of the Bank Act (Act No. 94 of 1990) for a period of 5 (five) years, which can offer Mohokare Local Municipality banking services as required and accessibility to banking facilities in the entity area of jurisdiction.

### 2.2 SCOPE OF WORK

The requirements of the entity is that the successful bidder be able to provide the following in a form of a proposal that explain each of the items in 2.2.1 in detail. The bidder must be able to explain how the requirement is to be met or provided:

2.2.1 Cash Management – Full details to be supplied			
Number	Description	Maximum awarded	points
2.2.1.1	A local branch infrastructure in Mohokare, in order to facilitate face to face banking. (Confirm availability and location address)-alternatives to face to face banking must be provided	10	
2.2.1.2	Current cheque account and additional call deposit account will be opened at the bank with a swipe function. The cheque account will be the Primary Bank Account. (Confirmation of this requirement is the proposal required).	10	
2.2.1.3	Service fees and escalations. All service fees on the bank statement must be identified so that the entity can verify the changes to the different services. (The Bank must indicate the date of the annual escalations as well as the annual	03	



	escalation percentage on service fees over the period of the tender).	
2.2.1.4	Cash deposit fees that must be charged on any deposit must be stated.	01
2.2.1.5	Fleet and maintenance card services must be indicated.	02
2.2.1.6	Rate of interest payable on credit balances on primary and call deposits accounts must be shown in the proposal.	04
2.2.1.7	The Bank must be able to handle a large volume of transactions. (indicate maximum volume applicable to the bank).	04
2.2.1.8	The identification of all electronic services e.g. electronic transfers/deposits to the account of the Municipality and related fees is of the most importance.	04
2.2.1.9	The Bank must be able to supply the entity with the information pertaining to debits and credits on this account. (The method of how information will be given, with the response time, must be given)	04
2.2.1.10	Deposit identifiers must be installed on these accounts to prevent payment with incorrect references. (Available controls to limit unallocated deposits must be explained).	05
2.2.1.11	Electronic Banking services to be provided must be stated. <ul style="list-style-type: none"> <li>- Payments/deposits should be effected in real time;</li> <li>- Payment to beneficiaries at other banks should be effected on the same day value basis if effected before 16h30;</li> <li>- Payment template should be held on the system for regular payments.</li> </ul>	06
2.2.1.12	Controls in respect of electronic services must also be explained. <ul style="list-style-type: none"> <li>- PC Based line, internet or dial up access;</li> <li>- Host connection via a dedicated line;</li> <li>- Stringent authorization and security controls;</li> <li>- Efficient Management and reduction of risk processes;</li> <li>- Enhanced data integrity due to stringent validation controls;</li> </ul>	05
2.2.1.13	Cash management facilities must be explained. Account information must be available electronically to the entity and the electronic downloading of bank statements must be possible (in pdf and csv format)	05
2.2.1.14	Indicate if an ACB magnetic tape/debit order facility is available. Fees per transaction and minimum monthly charges (if applicable) must be stated. The Bank must be able to supply the entity with information pertaining to unpaid ACB transactions (Explain this facility will work).	05
2.2.1.15	The Bank must be able to pay salaries by way of compatible payroll system (VIP Financial System) directly to the employees bank account via EFT (Confirm in the proposal and indicate the facility available)	03

2.2.1.16	The Bank should have a facility which would be able to interface seamlessly with MUNSOFT Financial System in order to produce automated bank reconciliations (Confirm and indicate the facility available).	06
2.2.1.17	Indicate if the entity will be able to download bank statements, electronically or on a daily basis. Indicate the period of historic information, of at least 36 months, available on the system including the cost thereof.	03
2.2.1.18	The short-term overdraft facilities and lending rate must be stated.	02
2.2.1.19	The Bank where the account is opened must assign designated banking officers/client managers who are available to handle aspects of the entity within predetermined time-frames. (Confirm and provide details of the above in your proposal).	03
2.2.1.20	Indicate the Banks commitment to assist the entity in identifying irregularities must be indicated. (Outline the bank's strategy to identify and deal with any irregularities and fraud).	10
2.2.1.21	Indicate the support services and training to be provided by the successful bidder, to Mohokare Municipal staff, for the implementation of its services at the entity. Training must be on-site during the implementation phase and regular meetings should be held with the CFO. (Outline training to be provided and the skills transfer methodology).	05
2.2.1.22	Indicate support offered for the Employees Support Programme which includes awareness on Personal Financial Management, Budgeting for all staff in the entity and other related support).	04
2.2.1.23	Indicate the Bank's Social Responsibility Programme and how this will impact in Mohokare area.	05
		<b>109</b>
	<b>MINIMUM SCORE</b>	<b>100</b>

### 2.3 SCHEDULE OF RATES

Bidders are requested to quote firm prices effective from 1 July 2024 on the Pricing Schedule (MBD 3.3). The pricing shall be fixed for one year from the date of their appointment, thereafter price increases are to be in line with the banking institution's annual service charges increase policy. Any discount offered by the bidder should be clearly stated in the proposal. Any costs applicable to implementation on new banking systems and procedures, including the cost of training the entity staff, Computer Software and Hardware etc. should be showed separately from transaction costs.

All prices should be indicated inclusive of VAT.

**PRICING DATA SCHEDULE**

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

DESCRIPTION	AMOUNT (R)	FREQUENCY (e.g. per item of month)
Cash deposit fees		
Cash handling fees		
Cash withdrawal: Counter		
Enhanced deposit: Identifier (check digit verification)		
Debit orders		
Transfer to internal branches		
Transfer to other banks		
Salary transfers		
Bank statements per month (hard copy)		
Bank statements per month (electronic format)		
Deposit Books		
Balance Certificate		
Interest Statement charges		
Audit Confirmation		
Electronic payments Fees		
Password reset/issue		
Overnight Processing		
Immediate Bank Payments		
Recalls/Reversals		
Recall After Transfer		
Unpaid and Returns		
Transaction Tracing		
Interest on debit balance		
Interest on credit balance		
Fleet and Maintenance Cards		
Payments, including salaries, per pre-determined dates		

DESCRIPTION	AMOUNT (R)	FREQUENCY (e.g. per item of month)
Copies of documents:< 3 months ago		
Long outstanding queries raised after 3months or more		
Correction of errors in cost of deposits		
Set up (once-off)- online electronic set-up		
-Installation		
-Training		
- Predefined account capturing (per account)		
Transactions(per transactions):		
- Accounts (per accounts) 60- day history		
- 90-day history		
- 120-day history		
Help desk enquiries:		
- Source document		
- Transaction tracing (per item)		
- Password reset/re-issue (per item)		
-Technical Errors		
Maintenance and support:		
- Per hour or part thereof		
- Telephonic support		
Disputed items		
Overdraft rate		
Fees for ACB and other electronic transactions		
Electronic downloads and bank statements		
Credits		
-Same day soonest value (SSV) & 1 day credits		
-Credits per transaction > 100 000 per item		
-Credits per transaction < 100 000 per item		
2-5 day service:		
-Credits per transaction > 100 000 per item		
-Credits per transaction < 100 000 per item		
Debits		
-Debit per transaction > 100 000 per item		
Minimum monthly charge per ACB user code and other electronic transactions:		
-Direct ACB users/month		
Late submission of tapes		
Rejected items:		
-Unpaid items		
<b>TOTAL</b>		

Please note: For evaluation purposes a basket of services with its relating fees and costs will be determined and be calculated over a five-year period.

#### ESCALATION

Escalation will only be allowed once per year for the last four years of the contract. Escalation is however not compulsory and no escalation will take place it must be stated as such in the space provided below.

ANNUAL ESCALATION PERCENTAGE:.....

DATE OF ANNUAL ESCALATION:.....

**SECTION A**

**YOUR MAIN CONTROLLING COMPANY**

Supply information regarding the following

**1. NAME**

---

---

**2. ADDRESS**

---

---

---

**3. SHAREHOLDERS of your controlling Company**

(Indicate extent of shareholding especially shareholding of previously disadvantaged groups in your Controlling Company)

---

---

---

---

**4. DIRECTORS**

Initials & Surname	ID Number	Citizenship	B-BBEE Compliant Yes/No

**5. MANAGEMENT STRUCTURE**

Kindly supply information regarding positions held by Black people as defined in the B-BBEE act.

**\* DEFINITION**

*"Black People" is a generic term which means Africans, Coloureds and Indians*

## **CONTRACT FORM – RENDERING OF SERVICES**

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

### **PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) .....in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number.....at the price/s quoted. My Offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid
    - Tax Clearance Certificate
    - Proof of banking
    - Municipal rates and taxes
    - Registration documents
    - Pricing schedule(s)
    - Filled in task directive/ proposal
    - Preference claims in terms of the Preferential Procurement Regulations 2022
    - Declaration of interest
    - 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 services 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 authorized to sign this contract

**NAME (PRINT)** .....

**CAPACITY** .....

**SIGNATURE** .....

**NAME OF FIRM** .....

**DATE** .....

<p><b>WITNESSES</b></p> <p><b>1.</b> .....</p> <p><b>2.</b> .....</p> <p><b>DATE:</b> .....</p>
---

**CONTRACT FORM – RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I ..... in my capacity as ..... accept your bid under reference number ..... dated ..... for the rendering of services indicated hereunder and/ or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 days after receipt of an invoice.

<b>Description of service</b>	<b>Price (VAT Incl.) R</b>	<b>Completion date</b>	<b>Preference Points claimed for B-BBEE status</b>

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

**SIGNED AT**..... **ON**.....

**NAME (PRINT)**.....

<p><b>WITNESS</b></p> <p><b>1.</b> .....</p> <p><b>2.</b> .....</p> <p><b>DATE:</b> .....</p>
---

**SIGNATURE&MUNSTAMP** .....



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

2. This Municipal Bidding Document forms part of all bids invited.
3. 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.
4. The bid of any bidders 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) Wilfully neglected, reneged on or failed to comply with any government, municipal or other 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 (No 12 of 2004)
5. 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	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector <b>(Companies or person's by the National Treasury after the audi alteram partem rule was applied).</b>		
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) <b>(To access this Register enter the National Treasury's website, number (012) 326 5445).</b>		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of it directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		

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?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and 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?		
4.5.1	If so, furnish particulars:	Yes	No

**CERTIFICATION**

I, the undersigned (full name).....certify that the information furnished on this declaration from 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**

## **MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids 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). 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:

**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)**

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 consortium 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**

.....

**Position**

.....

**Date**

.....

**Name of Bidder**

## FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

**CONTRACT NO: SCM/MOH/03/2024**

**PROVISION OF BANKING AND RELATED SERVICES FOR A PERIOD OF 5 YEARS**

### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

**PROVISION OF BANKING AND RELATED SERVICES FOR A PERIOD OF 5 YEARS**

The Tenderer, identified in the offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAXIS**

.....  
..... rand [in words]; R ..... [in figures],

This Offer may be accepted by the Employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signatures (s) .....

Name(s) .....

Capacity .....

.....  
[Name and address of organisation]

Name and signature

Of witness .....Date.....

## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in the Agreement and in the Contract that is subject of this Agreement.

The terms of Contracts are within the Tender Document.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange to the delivery of any bonds, guarantees, proof of insurance and other documentation to be provided in terms

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document. Unless the Tenderer (now Consultant) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

Signatures (s) .....

Name(s) .....

Capacity .....

.....  
[Name and address of organisation]

Name and signature  
Of witness ..... Date.....

## **GENERAL CONDITIONS OF BID**

### **1. INTERPRETATION**

The word “Bidder” in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word “Municipality” in these conditions shall mean the Mohokare Local Municipality.

### **2. EXTENT OF BID**

This contract is for the **PROVISION OF BANKING AND RELATED SERVICES FOR A PERIOD OF 5 YEARS.**

### **3. CONTRACT TO THE BINDING**

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfillment of this contract.

### **4. MODE OF BID**

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

### **5. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

### **6. INSURANCE CLAIMS, ETC.**

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.



**7. SIGNING OF DOCUMENTS**

Bidders are required to return the complete set of documents duly signed.

**8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of 120 (hundred and twenty) days from the closing date as stipulated in the Bid document.

**8.1 PENALTY PROVISION**

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfill the contract; or
- [c] Fail or refuse to fulfill the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
  - [i] A less favorable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
  - [ii] A new Bid price (inclusive of escalation).

**9. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

**10. PRICE ESCALATION**

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to

implementation of the escalated price. Failure to do so will negate any such claims to Council.

**11. AUTHORITY TO SIGN BID DOCUMENTS**

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

**12. SAMPLES**

No samples required.

**13. DURATION OF THE BID**

It is envisaged that the successful Bidder will be appointed within the 120 days of the tender validity and will be required to begin work on the assignment immediately upon appointment.

**14. DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Municipality on the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

**15. CLOSING DATE / SUBMITTING OF BIDS**

Bids must be submitted in sealed envelopes clearly marked ***“Provision of banking & related services for a period of 5 years”*** the Bid must be deposited in the bid box, Mohokare Municipal Offices, Hoofd Street, Zastron, by no later than 14H00, 18 June 2024. Thereafter bids will be opened in public.

***Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bidders will not be considered.***

**16. BID ENQUIRIES**

Supply Chain related queries : Acting Senior SCM Accountant (Mr. P.Lesenyeho) -  
0612671582 [pule@mohokare.gov.za](mailto:pule@mohokare.gov.za)  
Technical related queries :Acting Senior Manager Financial Services  
(Ms. T. Mabote)  
- 0820750429 [mohokarebudget@gmail.com](mailto:mohokarebudget@gmail.com)