



SOL PLAATJE MUNICIPALITY BID DOCUMENT

Original bid documents must be submitted in a sealed envelope marked
"ENVELOPE 1 ORIGINAL"

A duplicate of Original Bid document must be submitted in a sealed separate envelope marked
'ENVELOPE 2 DUPLICATE'

If bids are submitted in one envelope containing one original and one duplicate it must be clearly stated.
The duplicate must be a true reflection of the original Bid Document and supporting documents must be certified.

I hereby declare that the copy submitted is a true reflection of the original bid.

Bidder Signature: _____ Date: _____

CONTRACT NUMBER:	FIN/BTO02/2022		
DESCRIPTION:	THE PROVISION OF BANKING SERVICES FOR SOL PLAATJE MUNICIPALITY		
The offer contains	MBD1, MBD 2, MBD3.1, MBD3.2, MBD 3.3 (if applicable), MBD 4, listing criteria, MBD6, MBD 6.1, MBD 6.2 (if applicable) MBD8, MBD 9 and General Conditions of Contract		
All pages must be signed and witnessed by two witnesses, where required.			
NAME OF BIDDER			
PHYSICAL TRADING OFFICE ADDRESS			
FINANCIAL (PRICE) OFFER: (VAT inclusive)			
CSD NUMBER:		MAAA	
BID PERIOD: For the period commencing			
PREPARED FOR: L. Bunyula SOL PLAATJE MUNICIPALITY PRIVATE BAG X5030 KIMBERLEY 8300		PREPARED BY: B. Nkoe DATE: 22 November 2022	
CLOSING DATE: 13 MARCH 2023		TIME: 10H00	

BIDDER CHECKLIST

CONTRACT NUMBER: FIN/BTO02/2022 - THE PROVISION OF BANKING SERVICES FOR SOL PLAATJE MUNICIPALITY

Hereunder is a checklist to ensure that the bid documentation is complete in terms of administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below. **(Tick to indicate whether the information has been included and the originals signed and witnessed as required.)**

ITEM	DESCRIPTION	YES/NO
1	Cover letter front page	
2	Invitation to Bid (MBD1) must be completed & signed	
3	Tax Compliance requirements	
4	Pricing Schedule and Specifications to be completed (MBD 3.1), no correctional fluid to be used	
5	Method of Pricing and Price Adjustments to be fully and correctly completed (MBD 3.2)	
6	Professional Indemnity Insurance, where applicable	
7	Functionality Evaluation Schedule: (MBD 3.3) applicable for 2 stage bidding process	
8	Declaration of interest (MBD 4) Original to be completed and signed. No bid will be accepted from persons in the service of the state¹.	
9	Did you submit a valid certified certificate BBBEE certificate (preference points claim) (MBD 6.1) OR a Joint Venture BBBEE valid certified certificate where applicable	
10	Did you comply to DTI standards (local content) as indicated (MBD 6.2) if required	
11	Declaration of bidder's past supply chain management practices (MBD 8)	
12	Certificate of Independent Bid Determination Annexure E5 – (MBD9)	
13	Did you submit one (1) original and one (1) hard copy of the bid documents?	
14	Did you take note and understand the Special Conditions, where applicable?	
15	Did you submit your management and contact details?	
16	Did you submit full and current contact details for three references, as requested in the bid document	
17	Did you submit your company profile, brief financial information, concerning turnover and asset value, and details of any BBBEE Shareholding?	
18	Did you initial every page of your original submission?	
19	Did you comply to all pre-conditions as stated in bid document? (MBD 1)	
20	Did you submit a current municipal account that is not in arrears for 90 days (Business or Residential Municipal Rates & Service Account) ?	
21	Are you registered on the Central Supplier database (CSD) (www.csd.gov.za) provide proof with bid document?	
22	Did you attend the compulsory site/briefing session where applicable?	
23	Did you attach, Annual Financial Statements attached if project > R10 million, where applicable?	

N.B.:- THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES

SIGNATURE OF BIDDER: _____

NAME OF COMPANY: _____

ADDRESS: _____

CELL TELEPHONE NO: _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____ Name Print _____

2. _____ Name Print _____

DATE: _____

**SOL PLAATJE MUNICIPALITY
INVITATION TO BID
PART A
INVITATION TO BID**

THE FOLLOWING PARTICULARS MUST BE FURNISHED

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FINANCIAL SERVICES

BID NUMBER:	FIN/BTO02/2022	CLOSING DATE:	13 March 2023	CLOSING TIME:	10H00
DESCRIPTION	THE PROVISION OF BANKING SERVICES FOR SOL PLAATJE MUNICIPALITY To render services on behalf of the Sol Plaatje Municipality, as may be required for a period of 5 years as indicated on this bid document, from the time of the award. The services shall commence on the date of signing the contract, with an option to extend as may be agreed upon by both parties upon expiry. One complete set of document is available at http://www.etenders.gov.za or http://www.solplaatje.org.za at no cost. One complete set of documents is available from SCU Contracts Section, Municipal Stores Complex Abattoir Road, Ashburnham, Kimberley upon payment of an amount of R500-00 (Five hundred rand) , which is non-refundable. Payment must be made at the cashiers on a "NO 10 deposit slip" using the following mSCOA vote no 21 12 1 42 451 0 SG ZZZ ZZ WM				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT
SOL PLAATJE MUNICIPALITY

SCU – CONTRACTS SECTION, MUNICIPAL STORES COMPLEX

ABATTOIR ROAD, ASHBURNHAM

KIMBERLEY

8301

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
PHYSICAL TRADING ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

The following certificate for BBBEE are required for point's allocation.

- An Original B-BBEE Certificate accredited by SANAS or Certified Copy
- An original or certified B-BBEE Sworn Affidavit for EME'S and QSE's
- BBBEE certificate for EME's

1. Companies or bidders bidding as Joint venture must include their consolidated

- Joint Venture Agreement (must clearly stipulate the name of the lead partner)
- Joint B-BBEE certificate
- Separate Tax compliance status pin for both companies
- Separate CSD report for both companies
- Separate Municipal accounts for both Companies/Valid lease agreement
- MBD 4.8 & 9 must be completed respectively by both parties and submitted as part of the bid document

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			
SIGNATURE OF WITNESS NO 1	NAME PRINT		
SIGNATURE OF WITNESS NO 2	NAME PRINT		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE: SUPPLY CHAIN UNIT	CONTACT PERSON	L. Bunyula
CONTACT PERSON	Betty Nkoe	TELEPHONE NUMBER	053-830 6911
TELEPHONE NUMBER	053 830 6172/6180	FACSIMILE NUMBER	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	lbunyula@solplaatje.org.za
E-MAIL ADDRESS	bnkoe@solplaatje.org.za		

PART B
TERMS AND PRE-CONDITIONS FOR BIDDING

- (1) **NO BIDS WILL BE CONSIDERED FROM BIDDERS WHO ARE NOT REGISTERED ON THE CENTRAL SUPPLIERS DATABASE (CSD) ON THE NATIONAL TREASURY WEBSITE www.csd.gov.za**
(2) **THE LISTING CRITERIA MUST BE COMPLETED IN THE DOCUMENT**
(3) **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

1. BID SUBMISSION:

- 1.1. Bids must be submitted within stipulated date and time to the correct address. **Late submission of bids will not be accepted.**
- 1.2 All bids must be completed and submitted on the official tender document provided – **(may not to be re-typed, only hand written submissions will be accepted,)** and no correction tape or fluid may to be used on the tender document. Bidders, who have purchased the bid documents from the Municipality, **MUST** include the proof of payment.
- 1.3 This bid is subject to the Preferential Procurement Policy framework act and the preferential regulation, 2017, general conditions of the contract (GCC) and, if applicable, any other special conditions of contract.

1.4 The following is **APPLICABLE ON COMPETITIVE BIDDING ABOVE R10 MILLION**

If the value of the transaction is expected to exceed R10 million (Vat Included), require bidders MUST provide the following documents with the bid documents.

- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements
 - For the past three years or
 - Since their establishment if established during the past three years
- Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic:

Please attach all annexures on the pages as indicated on the bid document

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 **Bidders must ensure must ensure compliance their Tax obligations.**
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable Municipality to view the taxpayer's profile and tax status.
- 2.3 Application for the tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- 2.4 Bidders may also submit a printed TCS certificate together with the bid
- 2.5 Foreign suppliers must complete the pre-award questionnaire in Part B Paragraph 5.
- 2.6 Bidders are required to submit current Central Suppliers Database (CSD) registration report (NOT the summary report) together with the bid document

3. MUNICIPAL ACCOUNTS

- Copies of all municipal accounts, not older than 3 months or 90 days to be submitted with the bid.
- If the entity or any of its directors/shareholders /partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.
- In cases where bidders use a lease premise for conducting their business, a valid lease agreement, which clearly stipulated who is responsible for municipal services, rates and taxes must be attached to the bid document.
- If the lessee (Bidder) is responsible for municipal services, municipal account or tax invoice of the leased premises that is not in arrears must be submitted.

NB: Bidders could obtain details of successful/ unsuccessful information on SPLM website www.solplaatje.org.za after 120 days after closure of bid.

4. COMPULSORY CLARIFICATION MEETINGS/ CIDB GRADINGS (IF APPLICABLE)

4.1 LOCAL CONTENT – N/A

4.2 A BRIEFING SESSION: N/A

5. QUESTIONNAIRE TO BIDDING ON FOREIGN SUPPLIERS

5.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

5.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

5.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

5.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

5.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

In terms of section 13 of the Municipal Supply Chain Management Regulations No. 27636 of 30 May 2005, the Municipal Manager shall reject all bids that do not comply with the following preconditions:-

1. Bidders that have not furnished the Municipality with his/her full names, identification number or company or other registration number and tax reference number and vat registration number, if any.
2. Bidders that have not submitted a valid tax clearance certificate from SARS or provided their tax compliance status pin number
3. Bidders that have not indicated: -
 - a. Whether he/she is in the service of the state or has been in the service of the state in the previous twelve months;
 - b. If the bidder is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state or has been in the service of the state in the previous twelve months, or
 - c. Whether a spouse, child or parent of the bidder or of a director, manager, shareholders or stakeholder in the previous twelve months.
4. Any special conditions as contained in the bid documents.

Bidders scoring the highest points or any bid will not necessarily be accepted, and the Municipality reserves the right to Sub-divide the contract and accept any portion of any bid, or determine a multiple award.

Bids will be evaluated in terms of the approved point system **80/20 or 90/10 Points** detailed in Preference Points form MBD 6 enclosed in Bid document. Tender validity period should be for **120 days**.

NO BIDS by FAX or by E-MAIL WILL BE ACCEPTED.

Sealed bids outwardly marked with the relevant;

Contract number: FIN/BTO02/2022

Description: THE PROVISION OF BANKING SERVICES FOR SOL PLAATJE MUNICIPALITY

Address Municipal Manager TENDER BOX (OPPOSITE SECURITY)

MUNICIPAL STORES COMPLEX

ABATTOIR ROAD

ASHBURNHAM

Kimberley

Closing date 13 MARCH 2023 Time 10H00

IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME TO ENSURE THAT RESPONSES REACH SPM, TIMEOUSLY. MUNICIPALITY SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL/ COURIER SERVICES.

Bids will be opened in public in the SCU BOARDROOM/SCM OFFICE, STORES COMPLEX, ABATTOIR ROAD, Kimberley, immediately after closing time.

INVITATION FROM: MUNICIPAL MANAGER
CIVIC OFFICES, SOL PLAATJE DRIVE
PRIVATE BAG X5030
KIMBERLEY, 8300

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

DATE: _____

Certificate of Attendance of Clarification Meeting on Site

(If applicable)

NOTE: If the attendance register was signed at the clarification meeting held at the SCM Boardroom, the name of the signatory shall be inserted on this page and the authorized signatory shall sign this page.

If attendance register has been signed at the clarification meeting:

Name of person appearing on attendance register: _____

Representative organization name on attendance register: _____

If the attendance register has not been signed at the clarification meeting.

This is to certify that I, _____

representative of (Tenderer) _____

of (address) _____

telephone number _____

e-mail _____

attended the bid clarification meeting (date) _____

in the company of (Employer's Line Manager / Engineer's representative) _____

EMPLOYER'S LINE MANAGER / ENGINEER'S REPRESENTATIVE: _____



MBD 1

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

NAME OF BIDDER _____

POSTAL ADDRESS _____

STREET ADDRESS _____

TELEPHONE NUMBER CODE _____ NUMBER _____

CELLPHONE NUMBER _____

EMAIL ADDRESS _____

FACSIMILE NUMBER CODE _____ NUMBER _____

VAT REGISTRATION NUMBER _____

HAS A VALID TAX COMPLIANCE STATUS PIN CERTIFICATE BEEN ATTACHED OR PROVIDED THEIR TAX COMPLIANCE STATUS PIN NUMBER?

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES	NO
-----	----

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

☐

A REGISTERED AUDITOR

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE) ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
(IF YES ENCLOSE PROOF)

YES	NO
-----	----

SIGNATURE OF BIDDER _____

DATE _____

CAPACITY UNDER WHICH THIS BID IS SIGNED _____

TOTAL NUMBER OF ITEMS OFFERED _____



ATTACH VALID JOINT VENTURE AGREEMENT HERE (if applicable)





ATTACH VALID TAX COMPLIANCE STATUS PIN CERTIFICATE HERE

SOL PLAATJE MUNICIPALITY



ATTACH MUNICIPALITY ACCOUNT 90 days and or VALID LEASE
AGREEMENT HERE

SOL PLATJE MUNICIPALITY



Sol Plaatje Municipality 		SOL PLAATJE MUNICIPALITY, KIMBERLEY **MANDATORY** LISTING CRITERIA		
CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER (CSD): _____				
1	Company name _____			
2	Contact details	Telephone Number: _____	Fax Number: _____	Cell phone number: _____
	Email address Contact person: _____	_____		
3	Postal Address: _____			
4	VAT registered	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If registered, VAT Registration No: _____
5	Settlement discount allowed	_____ %	For payment within	_____ days
6	Bank account details	Account No.: _____		Branch No.: _____
	Bank Name	_____		
	Branch Name	_____		
	Bank account type	_____		
7	Business Municipal Rates and Service Account Number: ** A current (30 days) account, or Lease Agreement in the case of a Landlord responsible for account, must be attached to this document **			
8	Located in Sol Plaatje Municipal Area		Yes <input type="checkbox"/>	No <input type="checkbox"/>
9	% owned by black male: _____ %		% owned by black female: _____ %	
	% owned by black youth: _____ %		% owned by white female: _____ %	
	% owned by disabled persons: _____ %			
10	B-BBEE status level of contribution: _____			
11	Indicate main sector. Please select one (1) only: Catering and Accommodation <input type="checkbox"/> Cleaning material <input type="checkbox"/> Commercial agents (Doctors, Lawyers, Audit firm, booking keeping, Pharmacy, Post,) <input type="checkbox"/> Communication and media, Construction- Building material and road works <input type="checkbox"/> Electrical services- gas/ Aircon, transformers, cables, poles <input type="checkbox"/> Funeral Parlour <input type="checkbox"/> Gardening services- Lawnmower <input type="checkbox"/> Florist <input type="checkbox"/> Information technology (IT services, system, telecommunication <input type="checkbox"/> Office equipment <input type="checkbox"/> Plant hire <input type="checkbox"/> PPE- mask, sanitizer, safety equipment <input type="checkbox"/> Repairs, motor parts and retail (accredited agency) <input type="checkbox"/> Stationery <input type="checkbox"/> Supplier of pumps, pipes, steel and maintenance or installation, and irrigation system <input type="checkbox"/> Training services e.g. workshops <input type="checkbox"/> Transportation (car rental, flight, and buses and driving school <input type="checkbox"/> Uniform <input type="checkbox"/> Security services <input type="checkbox"/>			
12	Amount full time employed staff: _____	Annual Turnover: R _____	Asset Value (Excluding fixed property) R _____	
13	It is the responsibility of the Supplier/Bidder to inform Sol Plaatje Municipality of any changes during the contract period			
	NAME (PRINT) _____ SIGNATURE: _____			
	CAPACITY: _____			
	WITNESS (NAME): _____ SIGNATURE: _____			
	DATE: _____			



MBD3.1

SOL PLAATJE LOCAL MUNICIPALITY

CONTRACT NUMBER: FIN/BTO02/2022 THE PROVISION OF BANKING SERVICES FOR SOL PLAATJE MUNICIPALITY

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 Sol Plaatje 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. 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 centralized banking service consisting of one Primary / General fund bank account and five additional accounts (Salary Account, Store Account, Market Account, Traffic Account, and Resorts Account) linked to the Primary Account.
- The seamless phased-in implementation of the conversion interface with the municipality's financial system (SOLAR), EFT payments from the municipality system and payroll integration driven by the successful tenderer;
- The ability to handle large volume transactions.
- The ability to submit information in a format, which meets with the SOLAR System for bank reconciliation purposes.
- Online stop payment facility.
- Online account enquiries.
- The ability to identify direct deposits and other transactions/transfers online.
- 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 (SOLAR) 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.
- Favourable 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 Sol Plaatje 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

2.1. Transactional banking services

2.1.1. Accounts Requirements

2.1.1.1. Account categories

- Primary / General Account
- Salary Account
- Store Account
- Market Account
- Traffic Account and
- Resorts Account

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 six accounts to be treated as a single account in terms of the balances and interest earned.
- No bank charges to be debited to the secondary bank accounts.
- For verification purposes, schedules must be provided of how bank charges were calculated on all bank accounts.

2.1.2. Income

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:

Civic Centre - Main office

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

Traffic department

- Installation and maintenance of a Cash acceptance device.
- Capacity of 5,000 bank notes and coin counter.

Market

- Installation and maintenance of a Cash acceptance device.
- Capacity of 5,000 bank notes and coin counter.

Phutanang

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

Galeshewe

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

Bathuhall

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

Roodepan

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

Homevale

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

Pioneerhouse

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

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.
- The facilities shall have a system in place that will validate the Deposit Identifier's as mentioned in 2.1.3. (d). 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.

2.1.2.3. Point of Sale

The requirement is the ability to provide the municipality with point-of-sale machines (also known as "Credit Card 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 with both mobile and fixed card-terminal device which will operate via the internet.
- Solution must include connection service and cost from machine to bank.
- The Council currently operates 28 card terminal devices. This number might change during the tenure of the tender.
- The location of the card terminal devices 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.

2.1.3. 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 customized 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 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.

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.

2.1.4. 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 the 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 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. 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 authorization and security controls.
- Efficient management and mitigation of risk processes.
- Enhanced data integrity due to stringent validation controls.
- To provide online real time account balance and transaction enquiries.
- To provide real-time transaction search capabilities.
- Direct online 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. Preferably for 12 months and free of charge regardless of 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 detailed information relating 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 that are above 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 needs 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 utilized 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 real time 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 (utilizing 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 weekdays 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 Salary Account is utilized 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, utilizing a PC Based Desktop/Direct solution.
- All transactions debited or credited to the Salary 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.
- The 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

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

2.3. 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 optimization of the financial 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;
- Formalize 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

2.4. 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 Sol Plaatje Local Municipality
- Financing initiatives to the lower income groups
- Enterprise Development
- Empowerment Financing



- Education
- Job Creation
- Community-Based HIV/AIDS Programme

2.5. Testing environment

- The successful tenderer must provide a testing environment.
- The test environment must be available before going 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

2.6. 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 authorization 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.

2.7. 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.

2.8. 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



Minimum requirements

No.	Description of minimum requirements	Indicate compliance with an "X"		For proof of compliance, provide bid document reference page number.
		Yes	No	
1	Baseline requirements			
1.1	Certificate of registration as a Bank in terms of the Banks Act, No 94 of 1990, as well as a company profile.			
1.2	Most recent published National Long-Term Credit Rating report by Fitch.			
1.3	Internet banking must be "real-time"			
1.4	Previous day's completed bank statement must be available for electronic downloading by 7:00 each morning.			
1.5	Inward Debit order system solution must be available.			
2	Transactional banking			
2.1	Primary bank account:			
2.1.1	Must accept all Municipal deposits and must include a reference / description.			
2.1.2	Money market account/ accounts linked to the Primary account to enable transfer of funds as and when required.			
2.1.3	Overnight/bridging facilities linked between the Municipality's current and money market account/s in the event of an overdraft.			
2.1.4	Any adjustment must show original reference.			
2.1.5	Facility to be available for periodic balance sweeping into primary account.			
2.1.6	Bank charges or interest accrued to be directed to the primary bank account from other bank accounts.			
2.1.7	Account specified pre-printed triplicate carbonized deposit books.			
2.1.8	Deposit slips to be returned daily via the cash collection service provider.			
2.1.9	Deposits received by the Bank's Cash Centre at any time during the day must be deposited and reflect on the same day.			
2.1.10	Cashier Cash Floats to be made up in terms of cash specifications produced by the Council. (Money bags to be supplied by the bank).			
2.1.11	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.			



No.	Description of minimum requirements	Indicate compliance with an "X"		For proof of compliance, provide bid document reference page number.
		Yes	No	
2.1.12	In the case of unidentified cash, the Bank is to provide the Municipality with information about the depositor in the absence of a deposit identifier or customer account.			
2.2	Other bank accounts:			
2.2.1	No acceptance of deposits without identifier.			
2.2.2	Validation of identifier.			
2.2.3	Rejection of invalid deposits (Deposits without identifier).			
2.2.4	Any adjustment must show original identifier.			
2.2.5	Bank charges and interest to be re-directed to the primary bank account.			
2.3	Traffic Fine Payments Account			
2.3.1	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.			
2.3.2	The following payment channels for Councils 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			
2.4	Special Account for Guarantees			
2.4.1	Issuing guarantees. A separate investment account would be opened for this.			
3	Expenditure			
3.1	All payment entries to show a unique reference number.			
3.2	Any adjustment to payment entries must show original reference. (Bulk & singular account verification system to identify account holder on registration/ appointment of service provider on SCM database & employee on payroll & financial system.)			
3.3	The service provider must facilitate the following mode of payments: EFT. (Final Payment reports txt & pdf must be available for download/export purposes on all bank accounts for at least 48hours after action date.)			
4	Bank reconciliations:			



No.	Description of minimum requirements	Indicate compliance with an "X"		For proof of compliance, provide bid document reference page number.
		Yes	No	
4.1	Bank statements to be downloaded daily and must be in the layout format as required by the municipality's financial system service provider. (A txt file format bank statements available for download.)			
4.2	All bank statement transactions require to be correctly referenced to facilitate the financial system service provider reconciliation process.			
4.3	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.			
4.4	Unpaid items must be debited individually on the Bank Statements and bear the same unique identifier reference as the original deposit.			
5	Host-to-Host Solution (Inward debit order facility)			
5.1	Secure host-to-host solution that can accommodate the Municipality's core financial system and transactional volumes.			
5.2	Transfer electronic transactions from the financial system services provider to the bank's system without downloading the transaction to a user's PC.			
5.3	Accept files in the standard ACB/Bank Service format / a format that can easily be created in the financial system service provider's environment.			
5.4	Accommodate an item limit up to R1 000 000 mixed with other smaller items.			
5.5	Accommodate more than one payment file per day (no overwriting of previously sent file).			
5.6	Accommodate inward debit order transactions to all banks in one file.			
5.7	Security based on different user codes for the different business user groups. (allow for temporary increase limits during periods of high expenditure e.g. bonus months)			
5.8	Item/Transaction limits, day limits, weekly limits, etc. per user code.			
5.9	File security via control totals and hash totals.			
5.10	File/directory naming convention whereby the files/directory can easily be identified without looking at the contents of the file.			
5.11	Use of a system of transmission and sequence numbers that prevent the accidental duplication of a transmission file (if the file was sent twice).			



No.	Description of minimum requirements	Indicate compliance with an "X"		For proof of compliance, provide bid document reference page number.
		Yes	No	
5.12	Message indicating if the transmission was accepted needs to be returned within one hour.			
5.13	An administrative system that will warn the Municipality if any of the daily or weekly limits are close to being exceeded.			
5.14	Report on all successful transfers.			
5.15	Report on all unsuccessful transfers together with identifiers indicating vendor name and value.			
5.16	Prompt the users regularly to change their password to the solution			
6	Desktop/Direct Solution (Internet banking solution)			
6.1	Desktop based online solution (utilizing the internet as a communication medium) for payments.			
6.2	Built in two stage sign on and approving security mechanism.			
6.3	Online bank inquiry solution.			
6.4	Accommodate payments to banking institutions where a universal branch code is utilized.			
6.5	Report on all successful transfers.			
6.6	Prompt the users regularly to change their password to the solution			
6.7	Where payments are sent in advance it must be possible to recall specific transactions.			
6.8	A message / messages indicating rejected/unpaid transactions returned the next day or as soon as available.			
6.9	Reference fields returned on all transactions that are rejected.			
6.10	Branch code verifications as well as a CDV checks occur immediately after any transactions are sent.			
6.11	General internet e-mail not to be used as mode of transmission / instruction between the Municipality and the bank for desktop/direct solutions.			
6.12	Able to accept payment transactions between the hours of at least 08:00 and 16:30 on week days, excluding public holidays.			
6.13	Municipality to be notified of any redirected transactions. (Returned /redirected transaction list report must be able to be downloaded.)			
6.14	All entries on the bank statement must show a unique reference and event number.			



No.	Description of minimum requirements	Indicate compliance with an "X"		For proof of compliance, provide bid document reference page number.
		Yes	No	
6.15	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.			
6.16	System must provide the following payment services: from same day to at least 30 days transmission in advance.			
7	Card Machines (Speed point / Merchant services)			
7.1	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.			
7.2	Periodic upgrade of credit card machines.			
7.3	Stand-alone terminals with router included in installation.			
8	General:			
8.1	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.			
8.2	Electronic invoices supported by detailed workings of the calculation of the bank charge must be supplied monthly, within 5 working days after month end.			
8.3	Cash management scheme netting of balances to be available.			
8.4	Upon request make available depositor contact information in imaging or email. Information should be available for at least 12 months.			
9	Fraud protection:			
9.1	Measures to be instituted to protect Council against all forms of fraud.			
9.2	Encryption of releases interfaced to business online (Limitation of manual adjustments on Business Online / Service provider portal)			
9.3	Provide bank account details verification/authentication functionality with all banks to ensure that all supplier banking details can be verified. (e.g. access to AVS to verify banking details when changed or on registration)			
10	Bulk cash handling.			
10.1	Details of operation of bulk cash centers and confirmation that money will be deposited the same day as received.			
11	Proof of operational capabilities.			



No.	Description of minimum requirements	Indicate compliance with an "X"		For proof of compliance, provide bid document reference page number.
		Yes	No	
11.1	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.			

1. Implementation table

An implementation table should be provided to include all deliverables leading up to implementation for transacting to commence in the 22/23 financial year.

No	Implementation plan and timeframes	For proof of compliance, provide bid document reference page number.
1	Provide implementation plan and time frames for implementation.	
2	Provide a testing environment / testing facility.	
3	Test environment/facility available before going live as well as after going live for a period as agreed upon.	
4	Tenderers assign dedicated staff to be prepared to interact and respond during Sol Plaatje Municipality's implementation phase.	
5	A complete list of external transaction codes to be used must be submitted.	
6	External transaction codes supplied in hardcopy and electronic format (in Excel). Format must be compatible with the financial system service provider.	
7	A programme for implementation of the required banking services including a marketing/publicity strategy.	
8	Implementation costs:	
9	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.	
10	The training requirements (and its cost to Council, if applicable), for Council's staff to use the proposed banking systems.	
11	Bank should be prepared for parallel runs for up to two months before Go- Live, if required.	



2. Information to be provided by the bidder

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

No	Corporate structure & strength of tenderer	For proof of compliance, provide bid document reference page number.
1	Audited financial statements for the last 3 years.	
2	Branch network in the Sol Plaatje Municipal Area (Location and number).	
3	ATM network in the Sol Plaatje Municipal Area (Location and number).	
4	Details of relationship banking structure and operation.	
5	A dedicated support team to maintain and service all banking queries.	
6	Social investment & employment equity programmes in the Northern Cape.	
7	Indicate if bidder has current exposure to the following: National, Provincial or Local Government	
8	Details of the following in respect of the branch which will be designated as the home branch of Council's bank accounts:	
i	Name and physical location	
ii	Management structure, names, positions, and dedicated operational/technical support.	
iii	Staffing numbers and structures	
9	Facilities and services available	
10	IT (financial) systems, back-up facilities including disaster management.	



3. Functionality criteria

All tenders received will be pre-evaluated by a panel/committee on the basis of functionality.
With regard to functionality the following criteria, with the maximum points will be applicable:

Quality criteria	Maximum number of points
1. The National Long-Term Credit Rating of the banking institution	20
2. Innovative products offered by the banking institution	30
3. Current municipal clientele (Metro's and municipalities with a budget of R500 million or more)	20
4. Local Economic Development & Social Investments in the Sol Plaatje Municipal area	15
5. <i>Corporate Social Investment (CSI)</i>	15
TOTAL	100

4. Evaluation criteria / scoring (Minimum of 75 points)

The tenders that score less than 75 out of 100 points for these criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE

No	Criteria	Rating	Scoring	Evaluation Indicators
1.	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
2.	Innovative products offered by the banking institution	Very Good	30	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	20	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.
3.	Current municipal clientele (Metro's and Municipalities)	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	5	The tenderer can supply the municipality of similar clientele (which they currently are the primary bankers for) of less than 20 municipalities.



No	Criteria	Rating	Score	Evaluation Indicators
4	Local Economic Development			<i>Bidder should submit Development Plan that speaks to accelerate Local Economic Development of the Sol Plaatje Municipal jurisdiction.</i>
	(a) Dedicated Business Loan Fund	Very good	15	Loan Fund of R100 million for SPM-based SMME's. (1) Must include bridging finance, business loan for capital and/or operational expenditure. (2) Must approve loans to at least twenty local SMME's (per annum)
	(b) Dedicated Centre/Desk (run by successful bidder) to assist SMME's with Financial Management Capacity Building	Good	5	Bidder should submit plans to capacitate at least twenty 20 local SMME's (per annum) in Financial Management.
	(c) Marketing Budget	Good	5	Marketing Budget to be used as follows: (1) To promote Sol Plaatje Municipal jurisdiction as a preferred Tourism destination. (2) To help in advertising programmes of the Municipality; e.g. the IDP document, notices of scheduled IDP Consultation Meetings with the community.
5	Corporate Social Investment (CSI)			<i>Bidder should submit a Development Plan that speaks to build Corporate Social Investment in the Sol Plaatje Municipal jurisdiction.</i>
	(a) Sponsor an Innovative CSI Project in the sphere of Basic Education; particularly in the science, technology and mathematics field.	Very Good	15	Bidder should submit plans to capacitate at least thirty teachers (per annum) of local schools in areas like Galeshewe, Roodepan, Greenpoint, etc.
	(b) Sponsor an Innovative CSI Project in the sphere of Environmental Management.	Good	5	Bidder should submit plans to capacitate at least thirty teachers and high school students (per annum) of local schools in areas like Galeshewe, Roodepan, Greenpoint, etc in the stated Environmental Management Theme.
	(c) Sponsor Innovative Projects that will help to advance the aesthetics of the City of Kimberley.	Good	5	Bidder should submit plans to complete at least one project (per annum) in areas like the CBD, the entrances to Kimberley; or to help with the upkeep of Parks in the City.

SOL PLAATJE LOCAL MUNICIPALITY

CONTRACT NUMBER: FIN/BTO02/2022 THE PROVISION OF BANKING SERVICES FOR SOL PLAATJE MUNICIPALITY

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	Fees for deposits and deposit-related transactions					
1.1	Cash Deposits					
1.1.1	Cash Acceptance Device	Per R100 value	R..... value per R100	5,000	N/A	
1.1.2	Cash Deposit Branch	Per R100 value	R..... value per R100	7,000	N/A	
1.1.3	Cash Deposit Fixed Fee	Per deposit	R..... value per transaction	12,000	N/A	
1.2	Electronic payments by third parties into the bank account:					
1.2.1	Easy pay (per transaction)	Per transaction	R..... value per transaction	700	N/A	
1.2.2	Pay @ (per transaction)	Per transaction	R..... value per transaction	500	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
1.2.3	Ontec (per transaction)	Per transaction	R..... value per transaction	250	N/A	
1.2.4	Post Office	Per transaction	R..... value per transaction	250	N/A	
1.3	Electronic bank transfers received (Direct deposits)	Per transaction	R..... value per transaction	500,000	N/A	
1.4	Electronic bank transfers received (ACB) Collection of funds via debit orders signed by customers (CPS host to host)	Per transaction	R..... value per transaction	30,000	N/A	
1.5	Unpaid ACB's (per transaction)/debit orders	Per transaction	R..... value per transaction	360	N/A	
1.6	Triplicate deposit slips – printing and encoding (100 deposit slips per book)	Per Book	R..... value per book	50	N/A	
1.7	Processing of adjustment transactions to correct errors on deposits.	Per transaction	R..... value per transaction	250	N/A	
1.8	Deposit identifier transaction fees:					
1.8.1	Monthly fee	Per Month	R..... value per month	12 months	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
1.8.2	Over the counter at same bank (Customer identification number)	Per transaction	R..... value per transaction	1,000	N/A	
1.8.3	Electronic deposit transfer identifier all banks -	Per transaction	R..... value per transaction	50,000	N/A	
1.9	Duplicate deposit slips of payments made directly into the bank account of the municipality	Per transaction	R..... value per transaction	50	N/A	
1.10	Merchant services					
1.10.1	Once off Installation fee	Once off total units	R..... value per unit	28 units	N/A	
1.10.2	Stand-alone terminal rental per month Including remote connection	Per machine	R..... value per unit / per month	1 Machine	N/A	
1.10.3	Credit cards	Percentage	%	N/A	Bank confirmation	
1.10.4	Debit cards	Percentage	%	N/A	Bank confirmation	
1.10.5	Prepaid Fleet Petrol cards	Percentage	%	N/A	Bank confirmation	
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..... value per transaction	7500	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
2.1.2	EFT (Creditors payment runs) One Day	Per transaction	R..... value per transaction	7500	N/A	
2.1.3	EFT (Creditors payment runs) Two Day	Per transaction	R..... value per transaction	7500	N/A	
2.1.4	EFT (Creditors payment runs) Real Time/Immediate release	Per transaction	R..... value per transaction	7500	N/A	
2.1.5	EFT (Salary payment runs) Same Day	Per transaction	R..... value per transaction	N/A	438,000,000.00	
2.1.6	EFT (Salary payment runs) One Day	Per transaction	R..... value per transaction	N/A	438,000,000.00	
2.2	Foreign currency payment facility fee	Per transaction	R..... value per transaction	1	800000	
2.3	Foreign currency payment facility commission	Percentage	%	1	800000	
2.4	Interbank transfers for investing of municipal funds (=R5 million)	Per transaction	R..... value per transaction	3	N/A	
2.5	Transfer between bank Accounts	Per transaction	R..... value per transaction	3	N/A	
2.6	Recall of electronic payments.	Per transaction	R..... value per transaction	5	N/A	
3	Bank statements					
3.1	Initial Registration Fee	Once-off	R..... value	N/A	N/A	
3.2	PDF / Electronic Format (Per Statement)	Per statement	R..... value per page	1308	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
3.3	Daily Statements (Per Statement)	Per statement	R..... value per page	1308	N/A	
3.4	Confirmation report (AG SA)	Per confirmation	R..... value per confirmation	1	N/A	
3.5	Certificate of balance	Per confirmation	R..... value per confirmation	1	N/A	
3.6	Certificate of Interest	Per confirmation	R..... value per confirmation	1	N/A	
3.7	Long outstanding queries raised after 3 months or more.(Unknown Deposits)	Per transaction	R..... value per transaction	500	N/A	
3.8	Provision of bank statement data in a format compatible to SOLAR bank reconciliation system	Per file	R..... value per file	1700	N/A	
4	Interest on Current bank balance – daily					
4.1	Credit balances: prime rate +/-% interest	Percentage	%	360 days	10,000,000	
4.2	Debit balances: Overdraft facility prime rate +/-% interest	Percentage	%	10 days	N/A	
4.3	Cost of Overdraft Facility	Annually	R..... value per Annum	10 days	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
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..... value per User /Once-off	15 Users	N/A	
5.1.2	The Municipality's Financial management system integration	Once-off	R..... Value Once-off	1	N/A	
5.1.3	User Fees- Per User / System Manager / Administrator	Per user / Annually	R..... value per User / Annually	15 Users	N/A	
5.2	Banking notification and reminder charges					
5.2.1	E-Mail	Per transaction	R..... value per transaction	12	N/A	
5.2.2	SMS	Per transaction	R..... value per transaction	1000	N/A	
5.3	Payments & Collections Via Host-to-Host connectivity (Including ACB Fees)					
5.3.1	Registration / Implementation Fee	Once-off	R..... Value Once-off	1	N/A	
5.3.2	Minimum Monthly Internet Banking Fee- Host to Host	Per Month	R..... value per month	12	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	Cash in Transit services					
6.1	Pick up Points					
6.1.1	Civic Centre	Per working day per week	R..... value per collection	260 days	N/A	
6.1.2	Market	Per working day per week	R..... value per collection	260 days	N/A	
6.1.3	Traffic department - Motor registration	Per working day per week	R..... value per collection	260 days	N/A	
6.1.4	Pioneerhouse	Per working day per week	R..... value per collection	260 days	N/A	
6.1.5	Phutanang	Per working day per week	R..... value per collection	260 days	N/A	
6.1.6	Galeshewe	Per working day per week	R..... value per collection	260 days	N/A	
6.1.7	Bathuhall	Per working day per week	R..... value per collection	260 days	N/A	
6.1.8	Roodepan	Per working day per week	R..... value per collection	260 days	N/A	
6.1.9	Homevale	Per working day per week	R..... value per collection	260 days	N/A	
6.1.10	Ritchie	Per working day per week	R..... value per collection	260 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
7	Maintenance, Support & Training					
7.1	Maintenance & Support- Per Hour or part thereof, including travel time	Per hour	R..... value per hour	100	N/A	
7.2	Training- Per Hour or part thereof, including travel time	Per hour	R..... value per hour	100	N/A	
7.3	Help Desk Enquiries	Per enquiry	R..... value per enquiry	20	N/A	
8	Ad-hoc transactions					
8.1	Monthly management fee, if applicable	Per Month	R..... value per month	12 times	N/A	
8.2	Minimum monthly service fee, if applicable	Per Month	R..... value per month	12 times	N/A	
8.3	Electronic Sweeping facilities, if applicable (Automatically transfer balances Per transaction)	Per transaction	R..... value per transaction	180	N/A	
8.4	Third party account verification services (per enquiry)	Per enquiry	R..... value per enquiry	100	N/A	
8.5	Setup of new user of electronic banking services	Per User	R..... value per User	15 Users	N/A	
8.6	Reset of the login key of electronic banking operators	Per reset	R..... value 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
8.7	Reset of password of electronic banking operators	Per reset	R..... value per reset	12 times	N/A	
Total cost excl. VAT						
VAT @ 15%						
Total cost incl. VAT						



N.B: IF PRICES ARE NOT FIRM, PRICES MUST BE FIXED FOR THE PERIOD OF 12 MONTHS FROM THE DATE OF COMMENCEMENT.

I/WE AGREE TO THE CONDITIONS AS SET OUT IN THE ATTACHED SPECIFICATIONS

AND CONDITIONS OF TENDER

SIGNATURE OF TENDERER: _____

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____

2. _____

DATE: _____



N.B: This form must be signed by the bidder and witnessed. Removal of any of the details from the tender documents may disqualify the tender.

Bids MUST comply with the following Special conditions of Contract where applicable:

- **Period required for delivery** _____ **days**

- **Completion of Project** _____ **weeks**

- Does the offer comply with the specification(s)?

YES	NO
-----	----

- Delivery basis

YES	NO
-----	----

- **Settlement Discount Allowed**

- _____ % 30 days

- _____ % 15 days

- **Value added Tax as well as Delivery Costs to the Municipal Stores must be included in ALL PRICES**

BIDDER SIGNATURE

DATE:



MBD 3.2

SOL PLAATJE LOCAL MUNICIPALITY

CONTRACT REF NO: FIN/BTO02/2022 THE PROVISION OF BANKING SERVICES FOR SOL PLAATJE MUNICIPALITY

METHOD OF PRICING AND PRICE ADJUSTMENTS

THIS BID WILL NOT BE CONSIDERED IF ONE OF THE FOLLOWING OPTIONS OF THIS DOCUMENT (MBD 3.2) IS NOT SELECTED AND FULLY COMPLETED

PLEASE INDICATE IF PRICES ARE FIRM OR NOT FIRM FOR THE DURATION OF THIS CONTRACT.

SELECT NUMBER 1 OR NUMBER 2

1. ☐ Prices are firm for the duration of this contract (including prices subject to Rates of Exchange or any other reasons) Variations will not be considered.

N.B.: AS FROM THE CLOSING DATE OF THE BID, BASE PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT

2. ☐ Prices not firm for the duration of this contract and price variations are applicable

If prices are not firm and number 2 was selected, COMPLETE OPTIONS (A, B or C). One of the options MUST be selected if prices are not firm. Note that only one of the options can be applied to any one of the activities listed in the schedule of quantities and the bidder should clearly indicate the item numbers for options B and C Escalation (Option A) will be calculated on all items which are not listed in options B or C

N.B.: AS FROM THE CLOSING DATE PRICES MUST HOLD GOOD FOR AT LEAST 12 MONTHS OF THE DURATION OF THE CONTRACT BEFORE ANY PRICE ADJUSTMENTS COULD BE SUBMITTED.

- A. ☐ **NON-FIRM PRICES SUBJECT TO ESCALATION**

1. In cases of period contracts, non-firm prices will be adjusted with the assessed contract price adjustments implicit in non-firm prices when calculating the comparative prices
2. The value of each monthly statement for payment shall be increased or decreased by the amount obtained by multiplying the tender rate for a scheduled item " A_i " by the Contract Price Adjustment Factor for the specific item, rounded off to the fourth decimal place, determined according to the formula:



$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. ☐ PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		



2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

C. ☐ None firm prices based on documentary evidence (including actual supplier's invoices, motivations and letters of confirmation from the bidder's supplier)

I/WE AGREE TO THE CONDITIONS AS SET OUT IN THE ATTACHED SPECIFICATIONS AND CONDITIONS OF BIDDER

SIGNATURE OF BIDDER: _____

NAME OF COMPANY: _____

ADDRESS: _____

CELL TELEPHONE NO: _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____ Name Print _____

2. _____ Name Print _____

DATE _____

N.B: THE MBD 3.2 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES



AMENDMENTS AND ALTERATIONS: ANNEXURE A

If the bidder desires to amend, vary or alter any of the specifications, conditions of contract, schedule of prices, he/she is to state so hereunder and is to set out clearly the details and character of any amendments, variations or alterations he proposes, together with the variation in cost from his bid price, if there be any variation.

Unless noted in this page when bidding or supported by a covering letter attached to this bid, no variations or alterations which the bidder desires to put forward or into effect, will be executed strictly in accordance with these documents.

SIGNATURE OF BIDDER _____

DATE: _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: _____

Department: _____

Contact Person: _____

Tel: _____ Cell: _____

Fax: _____

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: _____

Contact Person: _____

Tel: _____ Cell: _____

Fax: _____



MBD 4

DECLARATION OF INTEREST

BIDDERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED AND THEIR NAMES AND COMPANY DETAILS WILL BE SUBMITTED TO NATIONAL TREASURY AND PROVINCIAL TREASURY TO BE BLACK LISTED. SHOULD YOUR INTEREST BE DISCOVERED AFTER THE AWARD OF THE CONTRACT THE MUNICIPALITY SHALL TERMINATE YOUR CONTRACT ON THE BASIS OF THE ABOVE.

1. No bid will be accepted from persons in the service of the State¹. (Employed by the State)
2. Any person, having a kinship with persons in the service of the State (Employed by 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.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative: _____

3.2 Identity Number: _____

3.3 Position occupied in the Company (director, trustee, shareholder²) _____

3.4 Company Registration Number: _____

3.5 Tax Reference Number: _____

3.6 VAT Registration Number: _____

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the State? (Employed by the State)?

YES	NO
-----	----

3.8.1 If yes, furnish particulars _____

¹MSCM 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.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



MBD 4

3.9 Have you been in the service of the State (employed by the State) for the past twelve months?

YES	NO
-----	----

3.9.1 If yes, furnish particulars

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

YES	NO
-----	----

3.10.1 If yes, furnish particulars.

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

YES	NO
-----	----

3.11.1 If yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the State (employed by 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 the service of the State (employed by 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 **as per/ reflect on CSD:**

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

Full Name	Identity Number	State Employee Number

DECLARATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

(Print) Name of bidder

THE MBD4 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER

BIDDER MUST UPDATE MBD 4 DOCUMENT ANNUALLY IN LINE WITH SCM POLICY

PREFERENCE POINT SYSTEM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

PURCHASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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 REGULATIONS, 2017.

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 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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the..... preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 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

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** 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, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 quotations, advertised competitive bidding processes or proposals;

- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“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;
- (g) **“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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“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;
- (k) **“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;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“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;
- (p) **“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;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“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
- (s) **“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 B-BBEE.
- 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 B-BBEE, 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 B-BBEE STATUS LEVEL OF CONTRIBUTION

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 attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.



6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.)

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted. _____ %
- ii) The name of the sub-contractor _____
- iii) The B-BBEE status level of the sub-contractor _____
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: _____

9.2 VAT registration number: _____

9.3 Company registration number: _____

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]



9.7 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Registered Account Number: _____

Stand Number: _____

9.8 Total number of years the company/firm has been in business: _____

9.9 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 B-BBE status level of contribution indicated in paragraph 7 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 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution 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.

N.B: THE MBD 6.1 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES.

SIGNATURE: _____

NAME: (PRINT) _____

DULY AUTHORISED TO SIGN ON BEHALF OF _____

ADDRESS _____

TELEPHONE NO. _____

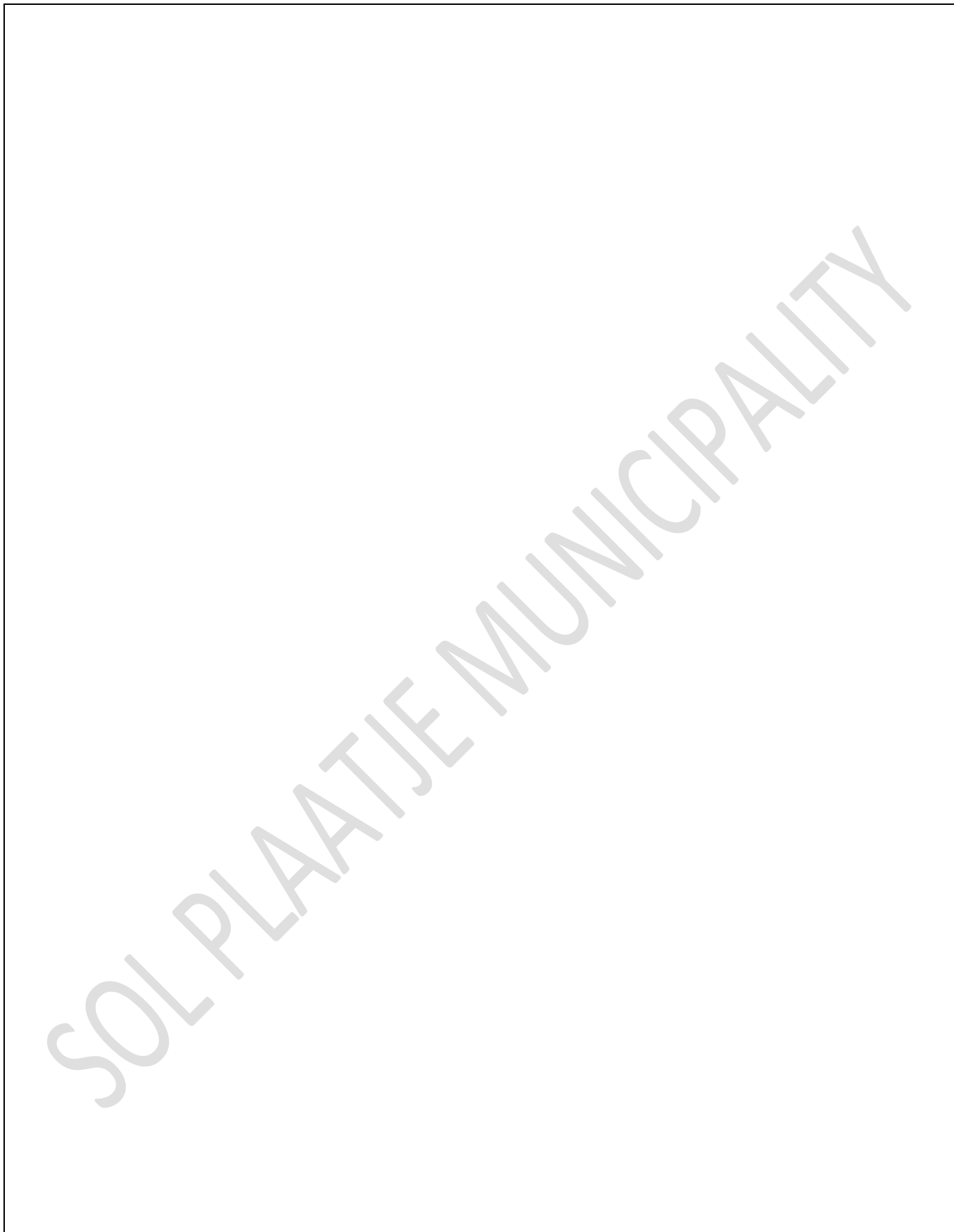
DATE _____

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____



ATTACHED CERTIFIED COPY OF B-BBEE CERTIFICATE HERE





MBD 6.1.1

What are the other firms' principal business activities? _____

Describe all property agreements relating to facilities shared:

FACILITY	MONTHLY	RENTAL	AMOUNT	OWNER	AGREEMENT VERBAL/WRITTEN

(F) Did the firm exist under a previous name? (✓ tick one box)

Yes

☐

No

☐

If yes, what was its previous name and who were the owners/ partners/directors?

(G) Identify any owner or shareholder who has membership interest, or is an employee of, or has duties in another business enterprise, which has also tendered for this contract.

OWNER/ SHAREHOLDER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNERSHIP	TYPE OF BUSINESS OF OTHER FIRM

(H) Is this a joint venture contract? (✓ tick one box)

Yes

☐

No

☐

If yes, describe the joint venture (with what firm and value of work)



MBD 6.1.1

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that:

- (i) the information furnished is true and correct;
- (ii) no part of this contract, other than stated at the time of bid or application, will be subcontracted to other parties.
- (iii) the signatory to the bid document is duly authorised thereto;
- (iv) documentary proof regarding any bidding issues will, when required, be submitted to the satisfaction of the Municipality.
- (v) Upon detecting any false claim or statement will result in the de-registration and the bidder will be prevented from participating in future contracts for a period of three (3) years.

N.B: THE MBD 6.1.1 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

SIGNATURE: _____

NAME: (PRINT) _____

DULY AUTHORISED TO SIGN ON BEHALF OF _____

ADDRESS _____

TELEPHONE NO. _____

DATE _____

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____



MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Penalty: -

Upon detecting any false claim or statement hereunder will result in the bidder's de-registration and the bidder will be prevented from participation in future contracts for a period of three (3) years.

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of 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:		
4.4	Was any contract between the bidder and any 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"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

N.B: THE MBD 8 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

Signature

Date

Position

Name of Bidder

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

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

DATE _____

WITNESSES

1 _____

Name Print _____

2 _____

Name Print _____



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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

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

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 Ref Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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.

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

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

N.B: THE MBD 9 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

_____	_____
Signature	Date
_____	_____
Position	Name of Bidder (print)

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____



SOL PLAATJE LOCAL MUNICIPALITY

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to Sol Plaatje Municipality bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with Sol Plaatje Municipality.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, will be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



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 analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty / Guarantee
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
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



General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids. Within the Northern Cape Province the closing hour will be 10H00, as per Post Office official time.
 - 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 **"Day"** means calendar day.
 - 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
 - 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
 - 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 **"GCC"** means the General Conditions of Contract.
 - 1.15 **"Good standing"** means not being blacklisted or involved in illegal activities, must comply with Sol Plaatje Municipality Credit Control Policy with regard to payments for services, and must have satisfactorily complied with present and previous contractual obligations.
 - 1.16 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.17 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which



have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.18 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.22 **“Purchaser”** means the organization purchasing the goods.
- 1.23 **“Republic”** means the Republic of South Africa.
- 1.24 **“SCC”** means the Special Conditions of Contract.
- 1.25 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26 **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted as well as e-mailed bid documents, unless stated as such in the invitation to bid or contract.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

4. Standards

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

5. Use of Contract documents and information; inspection.

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



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

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

6. Patent rights

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

7. Performance security

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

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

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

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

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC. The above excludes construction contracts/road repairs, civil, mechanical and electrical works.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Sol Plaatje Municipality or an organization acting on behalf of the Sol Plaatje Municipality.

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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 in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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 in SCC, 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 / Guarantee

- 15.1 The supplier warrants or guarantees (which applicable to be indicated) 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 or guarantee (which applicable to be indicated) shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty / guarantee.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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 in SCC.
- 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 in SCC.

17. Prices

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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



21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 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 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 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. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, Sol Plaatje Municipality 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 favorable difference shall on demand be paid forthwith by the contractor to Sol Plaatje Municipality or Sol Plaatje Municipality may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.

28. Limitation of liability

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid Sol Plaatje Municipality must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.



ATTACH ALL ANNEXURES HERE

SOL PLAATJE MUNICIPALITY



SOL PLAAATJE MUNICIPALITY