



**ETHEKWINI MUNICIPALITY  
(1F-29874)  
PROVISION OF BANKING SERVICES FOR 60 MONTHS**  
In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005)

**1 OCTOBER 2025 TO 30 SEPTEMBER 2030**

**Disclaimer & Confidentiality**

The information contained in this Tender is strictly confidential. The information must only be used for your Tender submission and not for other purposes. The divulging of information to any other party or the reproduction of such information, in whole or in part is prohibited without the prior consent of eThekweni Municipality.

*The following names are utilised interchangeably throughout this tender:*

- *eThekweni Municipality, eThekweni Metropolitan Municipality, Employer; and*
- *Bank, Service Provider, Supplier and Tenderer.*





**CLUSTER**

Finance

**UNIT**

Internal Control and Business Systems

**DEPARTMENT**

Internal Control and Bank Reconciliations

**PROCUREMENT DOCUMENT**

**GOODS / SERVICES**

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekwini Municipality's website](#).

**Tender No:** 1F-29874

**Title:** Provision of Banking Services for 60 months from 1 October 2025 to 30 September 2030

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** A Compulsory Clarification Meeting will be held at Florence Mkhize Building, 1st Floor on 06th August 2024 at 09:00am. Questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 03 September 2024.

**Queries can be addressed to:** SSS queries Lindo Dlamini; Tel: 031 322 7133 or 031 322 7153: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**General / Contractual:** Sandile Buthelezi; Tel: 031 311 7031; eMail: [sandile.buthelezi@durban.gov.za](mailto:sandile.buthelezi@durban.gov.za) Priya Naicker; Tel: 031 311 1467; eMail: [priya.naicker@durban.gov.za](mailto:priya.naicker@durban.gov.za)

**Technical:** OR Vikash Deeplal; Tel: 031 311 1828; eMail: [vikash.deeplal@durban.gov.za](mailto:vikash.deeplal@durban.gov.za) and Noxolo Hlongwane; Tel: 031 311 1928; eMail: [noxolo.hlongwane@durban.gov.za](mailto:noxolo.hlongwane@durban.gov.za)

**DELIVERY OF TENDERS**

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than:

**Closing Date:** Friday, 20 September 2024

**Time:** 11:00am

**FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED**

**Issued by:**

ETHEKWINI MUNICIPALITY

Deputy Head: Internal Control and Bank Reconciliations

Issued: July 2024

Document Version: 24/02/2023(b)

**NAME OF TENDERER:** .....

**Tender Price:** R .....

**VAT Registered:** YES / NO  
(circle applicable)

**PROCUREMENT DOCUMENT (Goods / Services)**

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**SECTION 1: GENERAL INFORMATION AND EXECUTIVE SUMMARY****a) General Information**

<b>YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY</b>
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TENDER No.: 1F-29874

DESCRIPTION: **Provision of Banking Services for 60 months from 1 October 2025 to 30 September 2030**CLOSING DATE / TIME: **Friday, 20 September 2024 at 11:00am**

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

- the National Treasury's eTenders website ( <https://www.etenders.gov.za/> ), or
- the eThekwini Municipality's website ( <https://www.durban.gov.za/pages/business/procurement> ).

Electronically downloaded documentation should be printed by the tenderer.

Tenderers are required to be registered on the **National Treasury Central Supplier Database (CSD)** as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website: <https://ethekwinvendor.durban.gov.za/>

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

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

**NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**  
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer: .....

Postal Address: .....

Street Address: .....

E-Mail Address: .....

Telephone Number:


-


-


Cell phone Number:

Facsimile Number:

**Circle Applicable**Is your entity registered on the **eThekweni Municipality's supplier database?**

YES / NO

- **If YES insert** your PR Number: .....

PR .....

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?**

YES / NO

- **If YES, insert** your MAAA Number: .....

MAAA .....

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

- **If YES insert** Vat Registration Number: .....

.....

Has a **Declaration of Municipal Fees** been submitted?

YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted?

YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?

YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted?

YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?

YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?

YES / NO

**Are you the accredited representative** in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission.

YES / NO

Signature of Tenderer: ..... Date: .....

Name / Surname: ..... (in block capitals)

Capacity under which this tender is signed: .....

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**SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)**

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**SPECIAL / ADDITIONAL CONDITIONS OF TENDER**

## STANDARD CONDITIONS OF TENDER (Goods / Services)

### 1. DEFINITIONS

#### General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words “bid” and “tender”, and “bidder” and “tenderer” can be used interchangeably.
- (5) All definitions as defined in the **General Conditions of Contract** are applicable to these **Standard Conditions of Tender**. These definitions include:
  - “Closing time”
  - “Contract”
  - “Contract Price”
  - “Corrupt practice”
  - “Countervailing duties”
  - “Country of origin”
  - “Day”
  - “Delivery”
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  - “Force majeure”
  - “Fraudulent practice”
  - “GCC”
  - “Goods”
  - “Imported content”
  - “Local content”
  - “Manufacture”
  - “Order”
  - “Project site”
  - “Purchaser”
  - “Republic”
  - “SCC”
  - “Services”
  - “Supplier”
  - “Tort”
  - “Turnkey”
  - “Written” or “in writing”
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality’s* opinion, would:
  - (a) Detrimentally affect the scope, quality, or performance of the services or supply identified in the Scope;
  - (b) Significantly change the *Municipality’s* or the *Tenderer’s* risks and responsibilities under the contract; or
  - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

### 2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the **Standard Conditions of Tender** (Goods and Services), **Special Conditions of Tender (SCT)**, **General Conditions of Contract (GCC)** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the **Special Conditions of Contract (SCC)**, the **Occupational Health and Safety Act** (Act No. 85 of 1993), and the **eThekweni Code of Conduct**.

#### Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the **General Conditions of Contract** and **Special Conditions of Contract**. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

### 3. TENDER INFORMATION

#### (1) General

- (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
- (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
- (c) *Tenderers* may submit alternative solutions that, in the *Tenderer’s* opinion, are to the *Municipality’s* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

#### (2) Obtaining Tender Documentation

All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.

#### (3) Queries Relating to this Tender

Queries can be directed to the person / Department as stated in the **SCT**.

#### (4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the **SCT**. Failure to attend a **compulsory** briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. *Tenders* will only be evaluated from those tendering entities appearing on the attendance list.

**(5) Closing Date and Delivery of Tender Submissions**

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the **SCT** not later than the **date and time** as stated in the **SCT**, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

**(6) Tender Validity and Withdrawal of Tenders**

*Tenders* must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the **SCT**. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

**4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

- (1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.
- (2) **Tax Compliance Status PIN / Tax Clearance Certificate:** SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
- (3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.  
All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.
- (4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

**(5) Municipal Bidding Documents (which includes):**

- (a) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the *Municipality* involved in the evaluation process.  
Regulation 44 of the Supply Chain Management Regulations states that a *Municipality* or *Municipal Entity* may not make any award to a person:
  - (i) Who is in the service of the state;
  - (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
  - (iii) Who is an advisor or consultant contracted with the *Municipality* or *municipal entity*.  
Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the *Municipality* shall have the right to terminate the contract with immediate effect.
- (b) **MBD 5: Declaration for Procurement Above R10 Million (if applicable):** For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.  
The *Municipality* reserves the right to require of a tenderer, 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 *Municipality*.
- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) **Official Tender Form** (see Section 9)**(a) Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
  - State the name of the person(s);
  - State recognised trading name; and
  - State whether an owner, co-owner, proprietor, etc.

**(b) Signing of Official Tender Form**

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

**(c) Authority of Signatory**

*Bidders* are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

**(d) Differences or Discrepancies**

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

(6) **Any additional Schedules, Forms, or Certificates as stated in the SCT.**5. **INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

*Bidders* are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. **SAMPLES**

*Bidders* may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. **MANUFACTURERS**

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

*Bidders* who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. **CLARIFICATION**

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer* **must** supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. **PRICING**

*Bidders* would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

(1) **Nett Prices**

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

(2) **Unit Prices**

*Bidders* shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the ***Conditions of Contract***.

(3) **Firm Tenders**

*Bidders* may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

(4) **Value Added Tax (V.A.T)**

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. **ESTIMATED QUANTITIES**

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

11. **DELIVERY, RISK, PACKAGES, ETC**

(1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.

(2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the ***SCT***.

(3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.

(4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

**12. RATES OF EXCHANGE**

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the *Municipality*. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:
- Submit documentary proof of the rate of exchange; and
  - When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

**13. IMPORT PERMITS**

- (1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- (2) *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- (3) In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the *Tenderer*, unless otherwise provided for in the *SCT*.

**14. EVALUATION PROCESS**

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

**Details of additional evaluation criteria, if applicable, are stated in the *SCT*.**

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points ( $T_{EV}$ ) in accordance with the following formula:  
 $T_{EV} = N_{FO} + N_P$  where:  $N_{FO}$  : is the number of evaluation points awarded for the financial offer; and  $N_P$  : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

**(1) Evaluation points awarded for the financial offer:**

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

**INCOME-GENERATING CONTRACTS**

The financial offer will be scored using the formula:

$$N_{FO} = W \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

**GOODS and SERVICES**

The financial offer will be scored using the formula:

$$N_{FO} = W \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- (a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
- 80** where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.
- It is unclear** (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) **Pmax** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **Pmin** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **Pt** is the comparative offer of the *tender* offer under consideration.

**(2) Evaluation points awarded for preference:**

The **Specific Goals** for Preference Points are specified in the *SCT*.

**15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS****(1) Bribery**

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

**(2) Communication, Councillors and Officials**

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

**16. NEGOTIATIONS WITH PREFERRED BIDDERS**

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:
  - Does not allow any preferred *Tenderer* a second or unfair opportunity;
  - Is not to the detriment of any other *Tenderer* ; and
  - Does not lead to a higher price than the *tender* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

**17. CANCELLATION OF TENDER PROCESS**

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

**18. ACCEPTANCE OF BID**

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer (s)* shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
  - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
  - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
  - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

**19. PAYMENT and FACTORING**

Payment conditions will be as per the **Conditions of Contract**.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

**20. APPEALS**

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;  
eMail: Simone.Pillay@durban.gov.za.

## **SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER**

### **3.1 SPECIAL CONDITIONS OF TENDER (SCT)**

The **Standard Conditions of Tender** (Goods / Services) make several references to the **Special Conditions of Tender** (SCT) for details that apply specifically to this tender. The **Special Conditions of Tender** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Tender**.

Each item below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.

#### **SCT 3(1) TENDER INFORMATION: General**

The tender document comprises of 2 cover pages and 84 pages.

#### **SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation**

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

- the National Treasury's eTenders website
  - ( <https://www.etenders.gov.za/> ), or
- the eThekweni Municipality's website
  - ( <https://www.durban.gov.za/pages/business/procurement> ).

The entire document should be printed on A4 paper (one sided), and suitably bound by the tenderer.

#### **SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender**

General and Contractual Queries are to be directed to:

**Sandile Buthelezi; Tel: 031 311 7031; eMail: sandile.buthelezi@durban.gov.za**  
**Priya Naicker; Tel: 031 311 1467; eMail: priya.naicker@durban.gov.za**

Technical Queries are to be directed to:

**OR Vikash Deeplal; Tel: 031 311 1828; eMail: vikash.deeplal@durban.gov.za and Noxolo Hlongwane; Tel: 031 311 1928; eMail: noxolo.hlongwane@durban.gov.za**

#### **SCT 3(4) TENDER INFORMATION: Briefing Session**

**A Compulsory Clarification Meeting will be held at Florence Mkhize Building, 1st Floor on 06th August 2024 at 09:00am. Questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 03 September 2024.**

#### **SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions**

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166**

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**KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Friday, 20 September 2024 at 11:00am**.

Bidders must submit a “hard copy” submission to the Tender Box located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban and an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. Tender closing date and time remain unchanged.

**SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders**

Tenders must hold good for 28 weeks following the date on which tenders are opened.

**SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

The additional returnable schedules, forms, which can be found in Section 10, are:

- Banking Products and Services Pricing Schedule (Section 8)
- Additional Information on Banking Products (Appendix A)
- Specific requirements and information (Appendix B)
- Tenderer response to all other subsection listed under Section 7, Subsection C (Appendix C)
- Additional Information to be supplied by tenderer (Appendix D)
- Social Responsibility and Empowerment (Appendix E)

**SCT 11(2) DELIVERY, RISK, PACKAGES, ETC**

Notwithstanding anything to the contrary contained in Section 11 of the Standard Conditions of Tender, any notifications, documents, invoices and the like are to be addressed to the:

Senior Manager: Internal Control & Reconciliations  
(Treasury) 7<sup>th</sup> Floor, Florence Mkhize Building,  
251 Anton Lembede Street Durban

**SCT 14 EVALUATION PROCESS**

**14.1 Price and Preference**

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Municipality’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

The **90/10** preference points system will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified Regulation 5.1.

**14.2 Preference Point System and Specific Goals**

The definitions as per the SCM Policy are applicable.

Preference Points (either 20 or 10) will be derived from points claimed on Returnable Document **MBD 6.1: “Preference Points Claim Form”** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

**RDP Goal: Social Upliftment of communities**

The tendering entity’s **Involvement in Corporate Social Investment initiatives**, in terms of the categories below, is to be used in the determination of the tenderer’s claim for **Preference Points** for this Specific Goal.

Goal Weighting 100%	
<b>Corporate Social Investment</b>	<b>90/10</b>
Other initiatives	2.5
Social upliftment programmes	2.5
Bursaries and Educational Sponsorships	2.5
Enterprise and Supplier development programmes-	2.5
<b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer’s status)	
<ul style="list-style-type: none"> <li>• List and value of projects identified through engagements in a letter form</li> <li>• (as a percentage of the tendered value)</li> </ul>	

### **3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)**

#### **ACT 1 ELIGIBILITY – CSD REGISTRATION**

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

#### **ACT 2 FUNCTIONALITY EVALUATION CRITERIA**

The following forms part of the evaluation process:-

- Evaluation will be based on the most responsive tender to specification;
- Tenderers must attend a compulsory briefing session;
- The 90/10 Targeted Procurement Formula will be used to evaluate this enquiry with the points being awarded on the basis of 90 points for the tender price and 10 points for Specific Goals stipulated; and
- Tenderers that are unable to meet the technical requirements will not be considered.

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**SECTION 4: RETURNABLE TENDER DOCUMENTS**

4.1. The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fee
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder’s Past Supply Chain Management Practice
- 5(e) MBD 9: Certificate of Independent Bid Determination

4.2. Banking Products and Services Pricing Schedule (Section 8)

4.3. The Tender Form can be found in Section 9: “Official Tender Form”, and

4.4. Any additional schedules, forms, certificates can be found in Section 10: “Appendices”.

4.4.1. Additional Information on Banking Products (Appendix A)

- 4.4.1.1. Cash Centre
- 4.4.1.2. Debit Orders
- 4.4.1.3. Interest on calculations and retro-entries
- 4.4.1.4. Electronic Banking Services and Technical Equipment
- 4.4.1.5. Other Services

4.4.2. Specific requirements and information (Appendix B)

- 4.4.2.1. Service Contract
- 4.4.2.2. Safety / Security Procedures and Insurance
- 4.4.2.3. Implementation of Project
- 4.4.2.4. Training

4.4.3. Tenderer response to all other subsections under Section 7, Subsection C (Appendix C)

- 4.4.3.1. Point 1 – Banking Services
- 4.4.3.2. Point 3 – Dedicated Customer Support Team
- 4.4.3.3. Point 4 – The Banking System
- 4.4.3.4. Point 5 – Market Agency
- 4.4.3.5. Point 6 – Card Facilities
- 4.4.3.6. Point 7 – Masterpass
- 4.4.3.7. Point 8 – Travel Lodge card
- 4.4.3.8. Point 9 – Cash Payment Advice Stationery
- 4.4.3.9. Point 10 – Online Deposits
- 4.4.3.10. Point 11 – Settlement Agent Services
- 4.4.3.11. Point 12 – City Fleet (Automatic Fare Collection System)
- 4.4.3.12. Point 13 – Prepaid Electricity Sales
- 4.4.3.13. Point 14 – Mobile ATM (Moses Mabhida Stadium, ICC, DMTP)
- 4.4.3.14. Point 15 – Technologically Driven Initiatives

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- 4.4.4. Additional information to be supplied by tenderer (Appendix D)
- 4.4.4.1. The latest set of audited annual financial statements.
  - 4.4.4.2. The latest Annual report
  - 4.4.4.3. The Tenderer must submit an original valid tax clearance certificate and/or Tax PIN with the tender document. Should the Municipality not be in possession of this certificate, the Tenderer's offer will be considered non-responsive.
  - 4.4.4.4. Most recently published Domestic and International Credit Ratings.
  - 4.4.4.5. Details of the designated main branch where the Municipality's bank account will be located:
    - Name and physical Location;
    - Banking relationship structure, names and positions;
    - Staffing numbers and structures;
    - After-hours access to Branch;
    - Dedicated operational/ technical support including a solution around how you would deal with queries/ issues raised; and
    - IT (financial) systems, back-up facilities including disaster management.
  - 4.4.4.6. Details of Management structure, names and position;
  - 4.4.4.7. Administrative and Information Technology systems and support services;
  - 4.4.4.8. Membership of a Clearing House (institution must be a clearing bank);
  - 4.4.4.9. Proof of registration in terms of the Banks Act, 1990 (Act No. 94 of 1990);
  - 4.4.4.10. All information systems with the Tenderer should be Web-based. In this regard the Tenderer must demonstrate its e-Commerce, e-Government and m-Commerce initiatives;
  - 4.4.4.11. All tenderer's requirements for resolutions and approvals e.g. Signatories;
  - 4.4.4.12. The Tenderers current involvement in providing a banking service to national, provincial, local governments and parastatals (furnish a list of customers/ clients);
  - 4.4.4.13. The necessary Board resolution authorizing the representative to sign and submit the Tender on the Tenderer's behalf;
  - 4.4.4.14. Proof that the Tenderer can handle the transaction volumes (shown in Section 7, Sub-section B, point 1 of the Municipality's statistical information) by reference to the Tenderer's existing client base and volumes, systems and infrastructure relating to both public and private sectors; and
  - 4.4.4.15. The Tenderer must provide a draft Service Level Agreement and Service Contract.
- 4.4.5. Social Responsibility and Empowerment (Appendix E)

**1) AUTHORITY OF SIGNATORY**

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY	CLOSE CORPORATION	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETOR
Refer to Notes at the bottom of the page				

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

to sign all documents in connection with the tender for Contract No. [1F-29874](#) and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Notes**

**Tenderers are to include, at the back of their tender submission document, a printout of the following documents:**

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

**2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

**Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**3) DECLARATION OF MUNICIPAL FEES**

I, the undersigned, do hereby declare that the Municipal fees of

.....  
 (full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number:</u> to be completed by tenderer.
Consolidated Account No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Electricity	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Water	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Rates	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Other	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

**Tenderers are to be include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.**

**Failure to include the required document will make the tender submission non-responsive.**

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

.....

\_\_\_\_\_

.....

**4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT****Definitions**

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

**Declaration by Tenderer**

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

**NAME (Block Capitals):****Date****SIGNATURE:**

**5(a) MBD 4: DECLARATION OF INTEREST****NOTES**

MSCM Regulations: "in the service of the state" means to be:

- (a) a member of:
- (i) any municipal council.
  - (ii) any provincial legislature.
  - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise.
- (f) an employee of Parliament or a provincial legislature.

"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.

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

3.1 Name of enterprise

Name of enterprise's representative

3.2 ID Number of enterprise's representative

3.3 Position enterprise's representative occupies in the enterprise

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 / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....  
 .....

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

If yes, furnish particulars:

.....  
 .....

Circle Applicable	
YES	NO

YES	NO
-----	----

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

YES

NO

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 who may be involved with the evaluation and or adjudication of this bid?

YES

NO

If yes, furnish particulars:

.....

.....

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

YES

NO

If yes, furnish particulars:

.....

.....

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

YES

NO

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

If yes, furnish particulars:

.....

.....

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** .....

**Date**

**SIGNATURE:** .....

5(b) **MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**  
**(ALL APPLICABLE TAXES INCLUDED)**

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

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1 <b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b>		
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2 If YES, provide particulars. ..... .....		
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1 If YES, provide particulars. ..... .....		
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1 If YES, provide particulars. ..... .....		

**If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and, if required, that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_ **Date** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**5(c) MBD 6.1: PREFERENCE POINTS CLAIM**  
**In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)**

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

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

**1.0 GENERAL CONDITIONS**

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

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

1.2 The applicable preference point system for this tender is the **90/10 preference point system**.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.

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

**2.0 DEFINITIONS**

2.1 “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 “**tender for income-generating contracts**” means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

2.5 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

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

<b><u>80 / 20 Points System</u></b>	OR	<b><u>90 / 10 Points System</u></b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where the municipality intends to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, the municipality must, in the tender documents, stipulate in the case of:
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**TABLE 1:** Specific Goals for the tender and maximum points for each goal are indicated per the table below.

**Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.**

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (90/10 system)
RDP Goal: Social upliftment of communities	10	
Total CLAIMED Points (10 Maximum)		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
  - b) been convicted for fraud or corruption during the past five years.
  - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both 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.*

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

**5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION****NOTES**

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> 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.
- <sup>3</sup> 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.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**<sup>1</sup> invited.
- 2.0 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**).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- take all reasonable steps to prevent such abuse;
  - reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 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**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
 (Bid Number and Description)

in response to the invitation for the bid made by:

-----  
 (Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

-----  
 (Name of Bidder)

that:

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.
  - (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<sup>3</sup> 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.
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

.....

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.....

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## **SECTION 5: CONDITIONS OF CONTRACT**

### **GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)**

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010)", as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

### **THE NATIONAL TREASURY**

**Republic of South Africa**



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### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

July 2010

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**1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any 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 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the 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 goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "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.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

**2. Application**

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

**3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

**4. Standards**

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

**5. Use of contract documents and information inspection**

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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

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

**6. Patent Rights**

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

**7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful 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](#).

**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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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

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

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, [including additional requirements](#), if any, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

**13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 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
  - training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 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;
  - in the event of termination of production of the spare parts:
    - advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

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

- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Variation orders**

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

**19. Assignment**

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

**20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 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;
  - if the supplier fails to perform any other obligation(s) under the contract; or
  - if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
  - the date of commencement of the restriction
  - the period of restriction; and
  - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping 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, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. Transfer of Contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices**

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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**SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT**

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall take precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

**SCC 1.2 CONTRACT**

This contract will commence on 01/10/2025 and shall terminate on 30/09/2030.

**SCC 7.4 PERFORMANCE SECURITY**

The Municipality shall enter into a Service Level Agreement with the prospective Service Provider with regard to Performance Security.

**SCC 10.1 DELIVERY AND DOCUMENTS**

Notwithstanding anything to the contrary contained in Section 11 of the Standard Conditions of Tender, any notifications, documents, invoices and the like are to be addressed to:

Senior Manager: Internal Control & Reconciliations

(Treasury) 7<sup>th</sup> Floor, Florence Mkhize Building,

251 Anton Lembede Street Durban or

P O Box 828 Durban 4000

**SCC 16.4 PAYMENT**

Section 16 of the General Conditions of Contract (National Treasury) is hereby augmented by the addition of the following Sub-Clause:-

(Registered VAT Vendors are required to submit a monthly tax invoice (complying with the requirements of Section 20 of the Value Added Tax Act, 1991 as amended) detailing the bank charges debited to the municipality's banking accounts.

**SCC 17 PRICES**

A net price, exclusive of Value Added Tax, where applicable, must be tendered as indicated on the Official Tender Form - Section 9 and the Banking Products and Services Pricing Schedule – Section 8. The amount of Value Added Tax, where applicable, to be entered in the appropriate column on the Official Tender Form.

The price quoted shall hold good for the full duration of the contract period.

**SCC 21.1 DELAYS IN THE SUPPLIER'S PERFORMANCE**

Should there be any cause for complaint against the standard of service or quality of product offered by the service provider, these will be dealt with in accordance with the Service Level Agreement.

SCC 22.1 **PENALTIES**

In the event that the Service Provider fails to meet the lead times as prescribed in the Service Level Agreement, the Municipality shall levy a penalty of 5% per consolidated monthly tax invoice.

SCC 27 **DISPUTE RESOLUTION**

The Municipality shall enter into a Service Level Agreement with the prospective Service Provider with regard to Dispute Resolution

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**ADDITIONAL CONDITIONS OF CONTRACT****ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

**ACC2 SPEED POINTS**

Additional speed point devices may be requested as and when required due to future business requirements

**ACC 3 RECYCLING OF BANK ACCOUNT NUMBERS**

Recycling of Bank Account Numbers is at the risk of the Tenderer. The Tenderer will take full responsibility, should there be a case of deposits received or payments made into recycled bank accounts.

**ACC 4 ESTIMATED QUANTITIES**

The quantities stated in Section 8 are applicable for evaluation purposes only. The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over the Contract Period. The rates tendered shall be applicable, irrespective of the total quantity of goods and services procured over the contract's duration.

**ACC 5 SERVICE PROVIDER OFFICE REQUIREMENTS**

The service provider must have, for the duration of the contract, a local presence (within the geographical eThekweni boundary).

**ACC 6 INFORMATION PERTAINING TO REPORTED FRAUDULENT INCIDENTS**

The service provider will be required to provide all information that may be related to any fraudulent transactions reported, for the purposes of finalising any investigation.

**ACC 7 SERVICE LEVEL AGREEMENT**

Attached to this tender document is a draft proposed service level agreement. The successful tenderer will be required to review and provide relevant input to be finalized by 31 December 2025.

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## **SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES**

### **A) Executive Summary**

EThekwini Municipality wishes to appoint a registered bank to meet the banking needs of its operational activities, which include, inter alia: -

- a. a user-friendly banking system;
- b. competitive bank/commission charges;
- c. a real-time, dedicated support team;
- d. bulk cash handling facilities;
- e. speed point terminal services (point of sale);
- f. internet/ electronic banking solutions;
- g. guarantee facilities;
- h. defined overdraft facilities;
- i. electronic foreign exchange payment facility;
- j. market agency service; and
- k. settlement agent services.

It is imperative that Tenderers must demonstrate their competence to provide the banking requirements of the Municipality.

#### **The Scope of this tender extends across the following areas:**

##### **EThekwini Municipality**

EThekwini Municipality is the largest City in the province and the third largest in the country with over 4,239,901 population (2022 census). The Municipality spans an area of approximately 2555km<sup>2</sup>.

The vision of eThekwini Municipality states that “by 2030 the eThekwini Municipality will enjoy the reputation of being Africa’s most liveable city where all citizens live in harmony”. The Vision will be achieved by growing its economy and meeting people’s need so that all citizens enjoy a high quality of life with equal opportunities in a city that they are truly proud of.

On its Integrated Development Plan (IDP), the City addresses its commitment to service delivery and good governance.

As we mark 24 years of democratic local government, we pride ourselves of having succeeded in transforming the lives of millions of our people who are now able to access basic services such as water and electricity. Whilst we continue to strive for service delivery to address our backlogs and meet increasing demands due to population growth and migration, we are also looking at interventions that would continue to see our economy bouncing back and returning to pre-COVID-19 growth levels. This can be attributed to the Economic Recovery Plan which we continue to use as a blueprint to respond to disasters. The city leadership will continue its path for Radical SocioEconomic Transformation and plans to address the economic fault lines. To support our citizens in the municipality we will continue to implement projects that talk directly to infrastructure delivery. After the April 2022 storm disaster, our water supply network was severely damaged. The city is pleased to report that many of the severely damaged infrastructure networks have been repaired and We look to consolidate the gains made in infrastructure delivery and further look to operation and maintenance strategies to manage our key infrastructure assets in the short, medium and long term. The City is trying to find permanent

solutions to ensure that we have a secure supply of electricity, work is at an advance stage to procure 400 megawatts from independent power producers resulting in a possible R10 billion investment whilst creating over 8000 job opportunities in the short-term. The city has made significant strides in restoring water supply to storm ravaged areas, and whilst there has been significant damage to both water and sanitation networks, the city is committed to delivering solutions to address citizens needs for these services. Of the 23 beaches, 19 are open and safe for bathing, which speaks volumes about the strides the city has made to repair our sanitation infrastructure.

While we acknowledge the strides we have made in this regard, we are acutely aware that a great deal still needs to be done to build a better life for all our citizens. Some of the challenges that the City still faces, include:

- High rates of unemployment and low economic growth;
- High levels of poverty;
- Low levels of skills development and literacy;
- Limited access to basic household and community services;
- Increased incidents of HIV/AIDS and communicable diseases;
- Loss of Natural Capital;
- Unsustainable developmental practises;
- High levels of crime and risk;
- Ensuring adequate energy and water supply;
- Ensuring food security;
- Infrastructure degradation;
- Climate change;
- Ensuring financial sustainability; and
- Ineffectiveness and inefficiency of inward-looking local government still prevalent in the Municipality.

### **Moses Mabhida Stadium (MMS)**

Durban boasts an iconic Moses Mabhida stadium which offers a variety of experiences and attractions for fun-seeking families or corporate team-building.

The stadium is a popular location for private functions, conferences, product launches award ceremonies and has a wide variety of stunning venues to offer.

The stadium also offers the following activities:

- a. Sky-Car or 500-step adventure walk to the top of the arch and enjoy panoramic views of the Indian Ocean and Durban;
- b. A 106 metre from Sky car base station to Sky car platform.
- c. Touring the beachfront promenade and stadium on a Segway; and
- d. A range of shops and restaurants, Visitor Centre, Virgin Active Classic Club and Prime Human Performance Institute.

Over the past few years, the stadium has hosted a variety of sporting codes – football, rugby, cricket, international and local music acts, cultural festivals, political rallies, marathons, cycle races, the Top Gear Festival, Nitro Circus motoring and FMX spectacles.

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NB: Moses Mabhida Stadium, previously an entity, is now a department within the municipality.

### **Durban Fresh Produce Market – DFPM (Bulk Market)**

The DFPM facilitates the distribution of Fresh Produce. Commercial farmers, small and emerging farmers are dependent on the Market in order to sell their fresh produce. This platform creates business opportunities for big, small and emerging businesses, inclusive of informal traders from where they can purchase their Fresh Produce. Businesses involved in the wholesale and retail distribution of fresh produce are also dependent on the Market. In addition, businesses other than those involved in wholesale and retail distribution (e.g. Processing Entities, etc.) are also dependent on the Market which contributes extensively towards both creating and sustaining jobs in the fresh produce sector.

DFPM has the distinction of being the biggest distributor of fresh produce in KwaZulu-Natal and the fourth largest Market in South Africa. It has emerged as one of the leaders in the fresh produce industry, confirming the importance and necessity of the DFPM as an effective Marketing mechanism to the producer and an accessible source of a wide variety of quality produce to the buyer.

The continued and growing support for DFPM by producers (throughout the country) and buyers has been exceptional and evident in the record turnover of approximately R2,2 billion rand for the financial year despite the increased pressure on the Market from other alternative emerging market options. DFPM has again achieved a National Market Share in excess of 9%. This is largely achieved through the continued good relationship with role-players in the industry by Management and Market Agents and the effective service offered by Market personnel.

### **Inkosi Luthuli International Conference Centre (ICC) and Durban Marine Theme Park SOC Limited (RF) are Municipal Entities of eThekweni Municipality.**

#### **1. Inkosi Albert Luthuli International Conference Centre (ICC)**

The Durban International Convention Centre (Durban ICC) is a world-class facility, renowned for its high standards of service excellence and has successfully staged some the world's most prestigious and complex events.

This multi-award-winning Centre has been voted "Africa's Leading Meetings and Conference Centre" by the World Travel Awards no fewer than 17 times. The Durban ICC prides itself on being a leading venue for meetings, business events, conferences and exhibitions on the African continent. However, this is not their own opinion, but rather the overwhelming feedback received from their clients who have voted it in the top 1% of Convention Centres worldwide. The centre is rated as a five-star venue by the Tourism Grading Council of South Africa.

The Durban ICC complex offers the largest flat floor, column free multi-purpose event space in Africa. Incorporating the Durban International Convention Centre, the Durban ICC Arena and Durban Exhibition Centre, the complex offers over 112 000 square meters of flexible exhibition and meeting space.

## 2. Durban Marine Theme Park SOC Limited (RF) – (uShaka)

The world class uShaka Marine World, situated in Durban, South Africa, opened its turnstiles to the general public on the 30<sup>th</sup> of April 2004. uShaka has positioned itself as a key attraction on Durban's Golden Mile, offering a world of entertainment, excitement, fun and uniqueness.

uShaka has brought together cultures, like no other place in Africa – into a safe, secure and clean environment that resonates the sound of fun, laughter and the spirit of togetherness. Entertainment is non-stop, extending from the day-time operations of Sea World, Wet 'n Wild, Dangerous Creatures, Kids World, Sea Animal Encounter Island and Village Walk, to the nighttime festivities of the restaurants.

Footfall and the related revenues are the key drivers for the budget, with contributions to revenue coming from the following areas:

a. Ticketing Revenue	38.26%
b. Local Government Grant	37.65%
c. Food and Beverage Revenue	9.42%
d. Rental Revenue	10.23%
e. Venue & equipment hire, Marketing & Advertising, Parking Management Fee and Other Revenue	1.55%
f. Merchandising Revenue	1.06%
g. Interest Income	1.83%

## 3. Available Documents

The following documents are available on the following website links:

### 3.1. Approved Annual Budget 2023/24 to 2025/26

<https://www.durban.gov.za/storage/Documents/Budget%20Reports/Medium%20Term%20Revenue%20and%20Expenditure%20Framework/Medium%20term%20revenue%20and%20expenditure%20framework%202023-2024%20to%202025-2026.pdf>

### 3.2. Audited Annual Financial Statements 2022/23

<https://www.durban.gov.za/storage/Documents/Performance%20Monitoring%20and%20Evaluation/Annual%20Reports/EThekwini%20Municipality%202022%20-%202023%20Annual%20Report.pdf>

### 3.3. Integrated Development Plan 2023/24

[https://www.durban.gov.za/storage/Documents/Integrated%20Development%20Plans%20IDP%20-%20eThekwini%20Municipality/Final\\_IDP\\_2023\\_2024.pdf](https://www.durban.gov.za/storage/Documents/Integrated%20Development%20Plans%20IDP%20-%20eThekwini%20Municipality/Final_IDP_2023_2024.pdf)

**All investment activities fall outside the scope of this tender.**

*NB: Each of the aforementioned business areas will manage its banking facilities independently of each other, maintain its own suite of accounts and conduct its own daily cash management.*

**B) STATISTICAL AND OTHER INFORMATION****1. FINANCIAL INFORMATION**

No	Description	EThekwini	ICC	Ushaka
1	VAT Registration Number	4880193505	4390148616	4370211205
2	<b>BUDGET 2023/2024 (Annual)</b>			
2.1	Operating Budget	R59.5bil	R205.0mil	R359.5mil
2.2	Capital Budget	R7.7bil	R48.1mil	R20mil
3	<b>STATISTICAL INFORMATION 2023/2024 (Monthly)</b>			
3.1	<b>RECEIPTS</b>			
3.1.1	Number of Deposits	3548	3600	800
3.1.2	Value of Cash Deposits	R195mil	R1mil	R9mil
3.1.4	Value of Direct Deposits			
	a. Agencies- Post Office	R4.7mil	n/a	n/a
	b. Agencies- Cigicell	R1.9mil	n/a	n/a
	c. Agencies- Pay At	R301mil	n/a	n/a
	d. Agencies- eService's	R58ml	n/a	n/a
	e. Electronic Deposits	R1.9bil	R200mil	R 8.3mil
3.1.5	Investments Realised	R4.8bil	R50mil	n/a
3.2	<b>PAYMENTS</b>			
3.2.2	Number of Cash Payment Advices Issued	100	n/a	n/a
3.2.4	Number of EFT Batches	20	500	50
3.2.5	Number of EFT Transactions	6109	3500	450
3.2.6	Value of EFT Payments	R3bil	R180mil	R20mil
3.2.7	Value of Investments Purchased	R4.9bil	R30mil	R20mil
3.3	<b>PAYROLL DETAILS</b>			
3.3.1	Number of Employees/ Pensioners	44 361	160	576
3.3.2	Number of EFT Batch Runs	12	3	1
3.3.3	Number of EFT Transactions	54333	180	576
No	Description	EThekwini	ICC	Ushaka
3.3.4	Value of Payments (Net Salaries)	R602mil	R5mil	R5mil
3.3.5	Value of Payments (3 <sup>rd</sup> Parties)	R346mil	R1.3mil	R2.9mil
3.4	<b>NO. OF FOREIGN PAYMENTS</b>	10	10	10
3.5	<b>NO. OF METRO BILLS ISSUED</b>	600,000	n/a	n/a
3.6	<b>CASH RECEIPTING OFFICES</b>	Refer point 2. below (Schedule of sites & banking frequency)	n/a	1

3.7	<b>MARKETS</b>	Refer Section 7 Sub-section C, point 5 (MARKET AGENCY)	n/a	n/a
3.8	<b>SPEEDPOINT DEVICES IN USE</b> **	92	18	70

\*\* Additional speed point devices may be requested as and when required due to future business requirements

## 2. SCHEDULE OF RECEIPTING SITES AND FREQUENCY OF BANKING

Cash is uplifted from various receipting sites by the Municipality's cash in transit (CIT) company and delivered to the Tenderer's bulk cash centre as follows:

No.	Site	Frequency
1	Amanzimtoti Test Centre, R603 Kingsway, Winkelspruit	6 X W
2	Bester's Electricity - 20 Ntuzuma Access Road-Inanda	3 X W
3	Bisasar Road Landfill Site, Springfield	1 X W
4	Chatsworth Branch Office, 16 Main Street, Chatsworth	6 X W
5	Chesterville Cash Office, Off Wiggins Road	2 X W
6	Clermont Cash Office, NPA Building, Clermont	5 X W
7	Craigieburn, Calendula Ave, 1 Civic Str, Craigieburn	3 X W
8	Durban Metro Police, 16 Archie Gumede Place, Durban	5 X W
9	Early Morning Market, 100 Warwick Avenue, Durban	5 X W
10	Electricity Umhlanga Office, 1 Equinox Rd, Umhlanga	4 X W
11	Ethekwini Water & Waste, 3 Prior Road - Durban	5 X W
12	Florence Mkhize Building - Ground Floor	6 X W
14	Hammersdale, Van Eck Ave, Umgeni Rural Valley	2 X W
15	Hillcrest Cash Office, 22-24 Delamore Road, Hillcrest	5 X W
16	ICC Building - 45 Bram Fischer Rd Durban	5 X W
17	Illovo Cash Office -6 Eston Rd R603 - Next to Illovo Clinic	5 X W
18	Isipingo Electricity, Shop 9, 3 Police Street, Isipingo	5 X W
19	Kingsburgh Municipal Offices, Winkelspruit	5 X W
20	Kwadabeka Cash Office, NPA Building (Opposite Svc Station)	5 X W
21	Kwamashu Admin Office, E1139 Cnr Mandela & Ntombela Rd	5 X W
22	Kwamnyandu Mall	6 X W
23	Mariannahill Landfill Site, 1 Landfill Lane	1 X W
24	Mitchell Park Zoo - 10 Ferndale Rd - Morningside	1 X W
25	Moses Mabhida	5 X W
26	Mpumalanga Cash Office, G7 Shezi Road	3 X W
27	Municipal Courts, 5 Somtseu Road	5 X W
28	Ntuzuma Bus Depot	6 X W

29	Phoenix Branch Office, 145 Longcroft Drive, Phoenix	6 X W
30	Physical Environment, 166 Old Fort Road Complex	5 X W
31	Pinetown Civic, cnr Old Main Rd & Crompton St, Pinetown	6 X W
32	Queensburgh Cash Office, 420 Old Main Road, Queensburgh	5 X W
33	Rosburgh Bus Depot	5 X W
34	Rotunda, 1 Jeff Taylor Crescent, Durban	6 X W
35	Shallcross Sizakala, 265 Shallcross Road.	5 X W
36	SJ Smith Hostel, Swinton Road, Durban	2 X W
37	Strollers Overnight Facility, 55 Mansel Road	1 X W
38	Thokoza Womens Hostel, 306 Grey Street, Durban	2 X W
39	Ticket Selling Office - 19 Soldiers Way	5 X W
40	Ticket Selling Office - 147 Monty Naicker Road	6 x W
41	Tongaat Cash Office, 325 Main Road, Tongaat	5 X W
42	Umbumbulu Municipal Office, Old Main Road, Umbumbulu	1 X W
43	Umgeni Bird Park - 490 Riverside Rd DBN North	1 X Mo
44	Umhlanga Motor Licensing Offices, 5 Lagoon Drive (Transport Cash to Standard Bank)	6 X W
45	Umlazi Branch Office - Megacity Complex	6 X W
46	Umlazi Hostels, Zone "T" (Temporarily Closed)	3 X W
47	Umlazi Bus Depot	5 X W
48	Verulam Testing Ground, Jabu Ngcobo Road, Verulam	6 X W
49	Verulam Treasury, 152 Wick Street, Verulam	5 X W
50	Verulam Motor Licensing Offices, 152 Wick Street, Verulam (Transport Cash To Standard Bank)	6 x W
51	Victoria Market Bus Rank	5 X W
52	Warwick Center	3 X W
53	Winkelspruit Licensing, Graceland Road (Transport Cash to Standard Bank)	6 X W
54	Kings Park Pool	1 X W
55	Lahee Park Pool	1 X W
56	Rachel Finlayson Pool	1 X W
57	Westville Pool	1 X W
58	69 Library Sites (an additional 5 sites temporarily closed at time of tender)	1 X Mo
59	8 Library Sites	2 X Mo
60	13 Library Sites	Bi-monthly
61	Durban Marine Theme Park - Ushaka	5 X W
62	Inanda, C125 Umshado Road	2 X W
63	Midway Crossing 5 Ntuzuma main Road	5 X W
64	Magabheni Sizakala	3 X W
65	Lamontville Sizakala	3 XW

W – Week

Mo – Month

**NB:** The above may be subject to addition/ closure of existing Offices/ Sites.

### 3. **SCHEDULE OF BANK ACCOUNTS AND PROFILES**

The Municipality operates the following current bank accounts and profiles:

#### a. **Primary Bank Account**

<b>No.</b>	<b>NAME OF BANK ACCOUNT</b>
1	EThekwini Metropolitan Municipality- Government Deposit Account

#### b. **Other Bank Accounts**

<b>No.</b>	<b>NAME OF BANK ACCOUNT</b>
2	EThekwini Metropolitan Municipality- Main Expenditure EFT
3	EThekwini Metropolitan Municipality- Salaries Account
4	EThekwini Metropolitan Municipality- Durban Fresh Produce Market EFT
5	EThekwini Metropolitan Municipality- Direct Deposit Account
6	EThekwini Metropolitan Municipality- Direct Debit Collections
7	EThekwini Metropolitan Municipality- Cigicell Deposit Account
8	EThekwini Metropolitan Municipality- Agents Deposit
9	EThekwini Metropolitan Municipality- Electronic Deposit
10	EThekwini Metropolitan Municipality- Cashier Deposit
11	EThekwini Metropolitan Municipality- Metro Police Transwitch
12	EThekwini Metropolitan Municipality- Metro Police Deposit
13	EThekwini Metropolitan Municipality- Parks, Recreation & Culture Deposit
14	EThekwini Metropolitan Municipality- City Engineers
15	EThekwini Metropolitan Municipality- Durban Tourism Deposit
16	EThekwini Metropolitan Municipality- Virginia Airport Account
17	EThekwini Metropolitan Municipality- Department of Housing
18	EThekwini Metropolitan Municipality- MMS Deposit Account
19	EThekwini Metropolitan Municipality- Main Expenditure Account 1
20	EThekwini Metropolitan Municipality- Refunds Expenditure
21	EThekwini Metropolitan Municipality- Bank Charges
22	EThekwini Metropolitan Municipality- Water and Sanitation
23	EThekwini Metropolitan Municipality- Wages Sundry PAYE Account
24	EThekwini Metropolitan Municipality- SARS E-Filing
25	EThekwini Metropolitan Municipality- Cash Payments
26	EThekwini Metropolitan Municipality- DMTN Bonds
27	EThekwini Metropolitan Municipality- Electricity Expenditure Account
28	EThekwini Metropolitan Municipality- Central Foreign Account
29	EThekwini Metropolitan Municipality- Durban Fresh Produce Market Income
30	EThekwini Metropolitan Municipality- Electricity Income Account
31	EThekwini Metropolitan Municipality- Electricity Prepaid Vendor Deposit
32	EThekwini Metropolitan Municipality- Consolidated Investments Fund

33	EThekwini Metropolitan Municipality- Consolidated Investments Fund EFT
34	EThekwini Metropolitan Municipality- Pay At Deposit
35	EThekwini Metropolitan Municipality- Syntell Deposit
36	EThekwini Metropolitan Municipality- e-Ticketing Revenue
37	EThekwini Metropolitan Municipality- Auctions Account
38	EThekwini Metropolitan Municipality- Reforestation Project Account
39	EThekwini Metropolitan Municipality- e-Service Account
40	EThekwini Metropolitan Municipality- Disaster Relief Account
41	EThekwini Metropolitan Municipality- Infrastructure Capital Reserve Account
42	EThekwini Metropolitan Municipality- Electricity EFT Account
43	EThekwini Metropolitan Municipality- General Bank
44	EThekwini Metropolitan Municipality- Purchasing card

**c. Banking profiles**

<b>No.</b>	<b>PROFILE NAMES</b>
1	Durban Fresh Produce Market – HTH
2	EThekwini Metropolitan Municipality Central Main – HTH
3	EThekwini Metropolitan Municipality Salaries Netpay - HTH
4	EThekwini Metropolitan Municipality Salaries 3 <sup>rd</sup> Party - HTH
5	EThekwini Metropolitan Municipality Investments – Online system
6	EThekwini Metropolitan Municipality e-Ticketing – Online system
7	EThekwini Metropolitan Municipality Collections RMS - HTH
8	EThekwini Metropolitan Municipality SARS E-Filing – Online system
9	EThekwini Metropolitan Municipality SARS E-Filing 3 <sup>rd</sup> Party – Online system
10	EThekwini Metropolitan Municipality Foreign Transaction – Online system

**d. Entities Bank Accounts - ICC**

<b>No.</b>	<b>NAME OF BANK ACCOUNT</b>
1	ICC Durban (PTY) LTD (Income Deposit)
2	ICC Durban (PTY) LTD – Creditors Payments
3	ICC Durban (PTY) LTD – Purchasing Card

**e. Entities Bank Accounts – Durban Marine Theme Park (Ushaka)**

<b>No.</b>	<b>NAME OF BANK ACCOUNT</b>
1	Durban Marine Theme Park PL Main
2	Durban Marine Theme Park PL Retail
3	Durban Marine Theme Park PL School
4	Durban Marine Theme Park – Salary
5	Durban Marine Theme Park – Online
6	Durban Marine Theme Park – Investments

*NB: subject to opening of new accounts or the closure of existing accounts.*

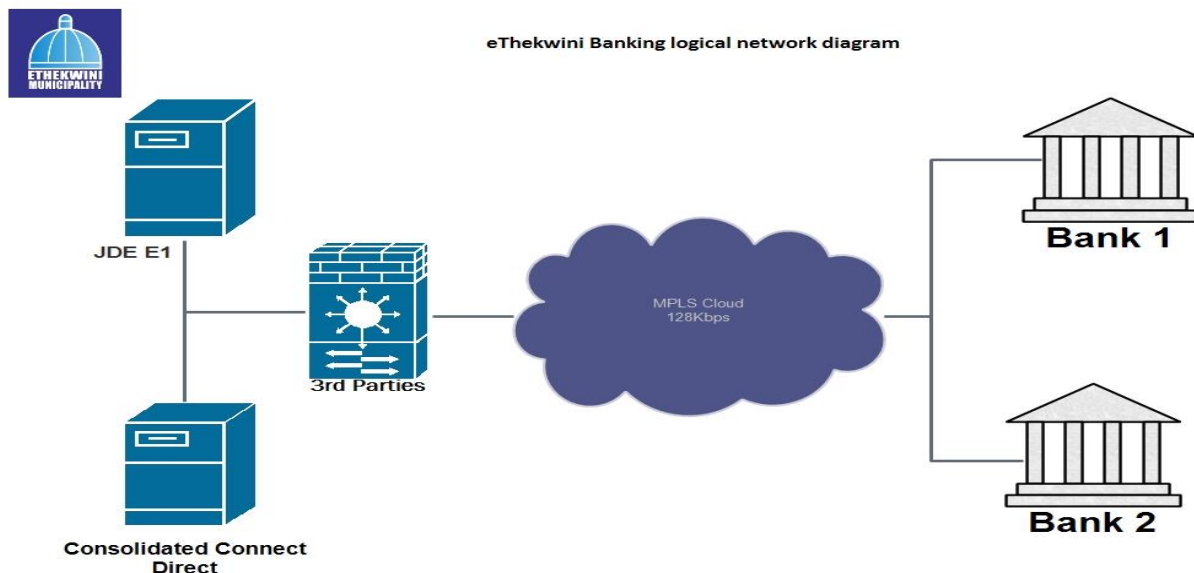
**4. COMPUTER SYSTEMS AND PAYMENT METHODS**

EThekweni Municipality requires a secure link to the major banks of South Africa for business-to-business transactions which is both reliable and safe. Due to the nature of the transactions the service required must be encrypted.

Delivered over the MPLS VPN, a virtual private network on a stable multiprotocol label switching backbone, InfoConnect connects eThekweni to a number of banks over a single connectivity link. The MPLS VPN utilised, complies with international security standards, making it a much safer network to utilise for sensitive business transactions, than a public Internet connection.

EThekweni Municipality has a 128kbps EVC to a service provider on the “InfoConnect” Service.

Currently, this Service allows the Finance Systems to transfer files securely using the Connect Direct Software to the Banks. The Connect Direct Software provides security-hardened, point-to-point file transfers.



**Diagram 1 – EThekweni Municipality Banking Logical Network Diagram**

The City utilises two Connect Direct licenses which are located on the following servers:

**a. JDE Enterprise 1 (E1):**

Runs on IBM Power Series Server platform and utilizes Connect Direct version is 3.8

This server provides connectivity for the following services:

- i. EThekwini Municipality E1 Electronic file transfers;
- ii. RMS Collections file;
- iii. UNIQUE – Workman’s Compensation Insurance Payment file;
- iv. Ushaka E1 Electronic file transfers; and
- v. ICC E1 Electronic file transfers.

**b. Consolidated Server:**

This server provides connectivity for the following services:

- i. Payspace (Payroll); and
- ii. E-Ticketing (City Fleet – MUVO, Bus services and People Mover) - utilises Connect Direct Version 4.4 build 051.

## C) SPECIFICATION & REQUIREMENTS

### TENDERER'S RESPONSE

This Section sets out the banking services which the Municipality and its Entities require to be supplied, or made available, by the registered bank (Tenderer).

The Tenderer is requested to supply full details of the services required which must include time frames (lead times) and a programme for implementation (detailed project plan) of the required banking services.

In this regard, the Tenderer must stipulate the full cost of the services in Section 10, Appendix C.

### 1. BANKING SERVICES

1.1. Advise of any additional computer hardware or software (and its cost to the Municipality, if applicable) that the Municipality must supply in order for the proposed banking systems to interface with:

- 1.1.1. JD Edwards Enterprise 1;
- 1.1.2. Payspace Payroll System;
- 1.1.3. Freshmark Systems;
- 1.1.4. Revenue Management System (RMS);
- 1.1.5. Revenue Receipting System (RRS);
- 1.1.6. Fleet Management System (FMS);
- 1.1.7. GO Durban; and
- 1.1.8. e-Ticketing.

NB: Other systems may be introduced during the term of contract.

#### 1.2. Provision of MPLS VPN Connectivity

The Bank is required to source their preferred supplier to provide a link / connectivity between eThekweni Metropolitan Municipality and the bank. The bank must demonstrate a full solution relating to how this connectivity will integrate with existing municipal systems.

The full cost of the service must be stipulated in Section 10, Appendix C.

NB: This contract must be concluded between the Bank and the supplier.

1.3. Provide licences for Connect Direct (refer Section 7, sub-section B, point 4 – COMPUTER SYSTEMS AND PAYMENT METHODS);

1.4. Specify the training requirements (and its cost to the Municipality, if applicable) for the Municipality's personnel to use the proposed banking system;

1.5. Provide a SINGLE integrated banking system to enable the Municipality to transact with the Bank which must include:

- 1.5.1. Opening of multiple bank accounts as listed in Statistical Information Section 7, sub-section B, point 3- SCHEDULE OF BANK ACCOUNTS AND PROFILES;
- 1.5.2. Electronic Payments (EFT);
- 1.5.3. Inter-Bank transfers (allowing debit and credit referencing to be captured by the User);
- 1.5.4. Viewing and downloading of statements;

- 1.5.5. Cash Management system;
- 1.5.6. Foreign Payments; and
- 1.5.7. Full reporting capabilities.

## 2. BANKING PRODUCTS AND SERVICES PRICING

The tenderer must complete the yes/ no questionnaire in section 8 together with Pricing, and the associated costs, if applicable.

The tenderer must also provide pricing for any product or service not listed on the schedule below, that may be beneficial to the municipality.

The Tenderer must provide the following products and services: -

<b>2.1</b>	<b>MANAGEMENT OF CASH</b>
2.1.1	Cash deposits
2.1.2	Controls to ensure that the physical cash deposited via Cash in Transit (CIT) at the Bank's Cash Centre is reconciled to the amount recorded on the deposit slip.
2.1.3	Supply of deposit books and plastic banking coin bags requested by various municipal departments
2.1.4	Providing copies of:- <ul style="list-style-type: none"> <li>• Deposit slips;</li> <li>• Payment confirmations where customers have remitted payment electronically;</li> <li>• Bank statements;</li> </ul> and stipulate the timeframes within which the copies will be made available
2.1.5	Enhanced Deposit Identifier on deposits made over the counter at the bank which includes: <ul style="list-style-type: none"> <li>a. validation of the 11-digit metro bill reference number;</li> <li>b. validated 11-digit reference must be reflected on Municipality's bank statement; and</li> </ul> Or any other form of reference that may be prescribed.
2.1.6	The Tenderer's Cash Centre is required to capture (on the bank statement) the Cash Receipting Location/ Site and a pre-populated reference (15 Characters – example "140616013021106") from a revenue system generated deposit slip in relation to all deposits reaching the cash centre via CIT. The first six digits constitute the date, followed by a 2 digit cashier number ending with the cashier's service number.
2.1.7	The tenderer may be required to install drop safes or cash deposit devices and coin devices at cash receipting sites to improve the safeguarding of cash.

<b>2.2</b>	<b>OTHER SERVICES</b>
2.2.1	Audit Confirmation Letters/ Certificate of Balance (Financial Year end 30 June)
2.2.2	Confirmation of banking details on the Tenderer's letterhead

<b>2.3</b>	<b>OVERDRAFT FACILITY/ INTEREST RATES</b>
2.3.1	Daily aggregation of all debit and credit balances on all accounts and interest to be calculated on the net favourable balance (refer Section 7, sub-section B, point 3 for a listing of bank accounts currently in operation).
2.3.2	Calculation of interest rate on unfavourable net balances (refer 2.3.1.) must be determined in relation to prime overdraft rate. If not prime, indicate benchmark used.
2.3.3	EThekweni Municipality overdraft facility (R1 billion)
2.3.4	Durban Marine Theme Park SOC Limited (RF) overdraft facility (R10 million), which must be accessible directly with the tenderer and not via the Municipality
2.3.5	Durban International Convention Centre (ICC) overdraft facility (R20 million), which must be accessible directly with the tenderer and not via the Municipality
2.3.6	Overnight call facility.
2.3.7	Calculation of overnight call facility interest rate to be determined in relation to prime overdraft rate. If not prime, indicate benchmark used.
2.3.8	Interest to be paid out monthly on the first working day after month end.

<b>2.4</b>	<b>REPORTING, AUDIT TRAILS AND QUERIES</b>
2.4.1	Comprehensive daily and monthly cash management reports and statements.
2.4.2	Copies of historic information in respect of all bank related queries and indicate the available period (for the duration of the contract).
2.4.3	Electronic Bank Statements sent to eThekweni Municipality daily via Host to Host in a specified file format for electronic receipting into the Municipality's receipting system.
2.4.4	Deposit error corrections must be reported to the Municipality within 48 hours of the deposit inclusive of all supporting documentation.
2.4.5	Electronic statements delivered via email (daily, weekly or monthly)
2.4.6	Online availability of provisional statements
2.4.7	Dashboard Reporting and Audit Trails which must include statistical reports per transaction type and advise how these reports will be made accessible to the municipality.
2.4.8	All information that may be related to any fraudulent transactions reported to the tenderer must be provided to the Municipality as requested, for the purposes of finalising any investigation. Also indicate the process to access this information real-time.

<b>2.5</b>	<b>ELECTRONIC BANKING SERVICES</b>
2.5.1	Direct on-line balance enquiry.
2.5.2	Direct on-line cash management facility
2.5.3	Direct on-line statement enquiry
2.5.4	On-line, real-time browsing facilities.
2.5.5	Electronic historic information in respect of all bank statements and indicate the available period (for the duration of the contract)
2.5.6	Facility to integrate information on the bank statement into the Municipality's ERP system to

	facilitate bank reconciliations.
2.5.7	An audit trail of all electronic deposits received via the Internet from Agent Banks.
2.5.8	Direct on-line facility to enable transfer of funds electronically between the Municipality's suites of bank accounts. Allow for the debit and credit reference fields to be captured by the User and provide an audit trail of bank transfers processed
2.5.9	An electronic direct debit facility to collect payments from the Municipality's consumers (tenderer's bank and agent banks).
2.5.10	An electronic enquiry facility to access direct debit rejections with a reason/ code explaining the rejection – stipulate rejection process and the maximum rejection period. NB: ALL rejections, recalls, disputes require authority sought from designated eThekweni Metropolitan Municipality officials prior to being processed.
2.5.11	Any electronic Deposit identification facility where deposits received electronically are rejected if incorrect reference (11-digit metro bill number) is submitted (Validator)

<b>2.6</b>	<b>ELECTRONIC FUNDS TRANSFER (EFT)</b>
2.6.1	EFT via the bank's online system to effect Investments with financial institutions
2.6.2	EFT facility to effect payments to creditors
2.6.3	EFT recall to stop payment of creditors.
2.6.4	EFT audit trail of all unpaid creditors.
2.6.5	EFT facility to effect salary payments.
2.6.6	EFT recall to stop payment of salaries.
2.6.7	EFT audit trail of all unpaid salaries.
2.6.8	Facility to create payment beneficiaries and process payments on-line. Flexibility for the tenderer to create the beneficiaries on behalf of the municipality.
2.6.9	Itemised transactional entries on the bank statement.
2.6.10	Facility for payments to be released for a future date (up to 60 days in advance).
2.6.11	Interim audit reports before action date.
2.6.12	Final audit reports after payment is released.
2.6.13	On-Line verification and validation of suppliers/ creditors (account holders name), branch and account numbers. - Tenderer's bank - Agent bank
2.6.14	Segregation of Duties that allow for the following:- - Capture of Information/ Create Payments; - Verification (1 <sup>st</sup> level) of transaction/ payment batch; and - Release (2 <sup>nd</sup> Level) of transaction/ payment batch.
2.6.15	Allow for multiple operators/ users
2.6.16	Each operator must have own user identification and password
2.6.17	The system must provide the following options on EFT (include cut-off times):-

	- Two and five day dated service; - One day dated service; and - Same day service.
2.6.18	Facility to recall payments processed erroneously
2.6.19	The Tenderer's software must be loaded into the Municipality's desktop PCs with minimal changes to hardware, if not stipulate the minimum hardware requirements.
2.6.20	The electronic funds transfer service must operate in a secure environment and information transmitted must be encrypted.
2.6.21	Host-to-Host' facility which is an automated delivery system creating a link for two-way data transfer.
2.6.22	Back up computer facilities to access the on-line systems at the tenderers premises: - Should the Municipality's systems fail; or - Failure of the Tenderer's computer systems.
2.6.23	SMS and E-mail notification required for any deposit or payment in excess of R25million and details of EFT batch payments.
2.6.24	A dedicated, efficient and effective support team to maintain and service the EFT requirements of the Municipality.

<b>2.7</b>	<b>ELECTRONIC FOREIGN PAYMENTS</b>
2.7.1	Facility to process foreign payments electronically.
2.7.2	The facility must be accessible on a SINGLE platform.

<b>2.8</b>	<b>ISSUING OF GUARANTEES AND ANY OTHER ASSOCIATED COSTS</b>
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<b>2.9</b>	<b>GENERAL</b>
2.9.1	Letters of credit/ Forward cover.
2.9.2	Business credit/ petrol/ toll card facility.
2.9.3	Customer credit referencing including foreign customers.
2.9.4	Economic advice/ forecasting.
2.9.5	Custodial services.
2.9.6	Installation of ATM machines at various sites as required by the Municipality.
2.9.7	Provide a process to facilitate the receipting of Foreign Deposits.

### 3. DEDICATED CUSTOMER SUPPORT TEAM

The service provider must provide a detailed plan to demonstrate how the support structure will function, which must include swift turnaround times for queries to be resolved. The following activities should also be included but not be limited to:

- Full administrator functions (password resets, add/amend user access, new users, suspend users, etc)

The service provider must commit to provide a consistent level of support throughout the duration of the contract.

Specific Relationship Managers must be allocated to each entity (ICC and Ushaka)

#### 4. THE BANKING SYSTEM

- 4.1. The municipality requires online profiles to distinguish/ separate the banking operations, as listed in Section 7, Sub-section B, point 3.
- 4.2. Number of users requiring access to the Bank's online system:
  - 4.2.1. EThekwini: 83
  - 4.2.2. Ushaka: 7
  - 4.2.3. ICC: 7
- 4.3. Host to Host (HTH) profiles are utilized to process bulk EFT files generated in municipality's financial systems via the HTH line linking to the bank. The separate profiles are required for online enquiries and processing of investments on a daily basis. International Payments are processed electronically.
- 4.4. The service provider must ensure that the banking system can seamlessly integrate into the City's financial system.

#### 5. MARKET AGENCY

The Bulk Market is located at 81 Flower Road, Clairwood and facilitates the distribution of fresh produce, ensuring food security within the KZN region.

The tenderer will be required to operate a banking agency (branch), from Monday to Saturday on the market premises and provide services to market users.

The required operating hours:

Monday to Friday - 5am to 12pm; and

Saturday - 5am to 10am.

The tenderer will also be responsible for collection of all cash from the market cashiers upon daily closure of the market banking hall on all trading days, irrespective of any adverse circumstances inclusive of certain public holidays\* and provision of same day credit for these deposits collected.

The Cash in Transit costs and appointment of the service provider associated with the transport of the cash is for the account of the Tenderer, irrespective of the adverse circumstances inclusive of certain public holidays\*.

*\*In circumstances where consecutive public holidays coincide with weekends or during adverse conditions, food security in the region may be compromised. Management at Bulk Markets may then take a strategic decision to operate.*

The Tenderer will in addition be required to provide the following:

- a) A Smart Box / Autosafe / Cashvault related facility for buyers to utilize that interface with Market Trading System (currently Freshmark system).
- b) A real time electronic inter-face between the market trading system and tenderers banking system in respect of all funds transferred electronically or deposited directly by market users.

- c) A facility that will enable unsuccessful tenderers clients / customers or any other bank account holders to transfer funds into the successful tenderers market agency account and receive same day value.
- d) Install an ATM at the Market agency, however access will be limited to normal market trading hours.

Non-market users will also be permitted limited utilization of the services offered by the tenderer.

The Tenderer will be required to enter into a lease agreement with the Head: Business Support Unit and Markets in respect of the premises occupied. Rental will be based on market related rates (to be negotiated). The cost of any refurbishments/ alterations required will be for the Tenderers own cost.

Current Annual Value of Bulk Sales	<b>R 2.2 billion (23/24 financial year)</b>
Current Average daily cash collection	<b>R 6.3 million</b>
Current Rental, including ATM space (monthly)	<b>R 12 641.27 (vat inclusive) – (excludes utility)</b>

## **6. CARD FACILITIES**

### **6.1. Debit Card**

The municipality utilises the debit card payment process at its cashiering sites and takes the view that there is a significant shift from cash to card payments. The tenderer needs to carefully consider and position a favourable and fair pricing of card payments.

Hence, eThekweni Municipality requires a complete solution (mandatory) to enable its customers to pay Metro Bills utilizing debit cards at eThekweni Municipality Cashiering Sites. The solution must include hardware/ software requirements and full costing in relation to setting up a single Cashier terminal.

#### **6.1.1. Operational Requirements**

- 6.1.1.1. The Debit Card facility is utilized to process day to day transactions;
- 6.1.1.2. The Debit Card facility is utilized for Debit Cards and not credit cards, and should be customized accordingly;
- 6.1.1.3. The Debit Card facility must be customized to eThekweni Municipality requirements;
- 6.1.1.4. The Debit Card facility must be able to process payments from the Debit Cards which have a chip and treat the transaction as a debit card payment only;
- 6.1.1.5. The Tenderer must provide a list of all Debit Cards that can be processed by its facility;
- 6.1.1.6. The Debit Card facility and speedpoint devices must be able to block the Credit Card processing, we do however require the ability to enable credit card usage should the need arise in future;
- 6.1.1.7. The Tenderer must be able to integrate the Debit Card facility with the eThekweni Municipality Revenue Receipting System (RRS) according to all specifications which have been developed for the current facility (refer diagram below);
- 6.1.1.8. The integration must cater for cancellation of transactions;
- 6.1.1.9. The Tenderer must provide 24hr local/ network support and troubleshooting capabilities at all sites including entities;
- 6.1.1.10. The Tenderer must provide fully integrated training;

6.1.1.11. The Debit Card facility must provide full audit trails and be capable of running of various reports; and

6.1.1.12. Speed-point devices with the option to add devices when required for the following operations - Ushaka, Durban Tourism, ICC, Moses Mabhida , Metro Police, Virginia Airport and 2 Golf courses. (refer Section 7, Sub-section B – Statistical and other Information).

There is potential to expand the number of devices during the 5-year tender term over various areas of operation.

6.1.1.12.1. Ethekewini Municipality – 92 devices;

6.1.1.12.2. Durban Marine Theme Park – 70 devices; and

6.1.1.12.2.1. Same day settlement of transactions for all ticketing units;

6.1.1.12.2.2. Ability to manually settle the machine through a merchant password;

6.1.1.12.2.3. Different number for ticketing units (e.g. Ticketing Main, Snorkel, UKW, Dolphin Lookout, DC)

6.1.1.12.2.4. Different terminals must be integrated to a merchant account.

6.1.1.12.3. Durban International Convention Centre – 18 devices

6.1.1.13. Speed point devices requiring paper rolls should be included in the pricing

#### **6.1.2. Technical Requirements**

6.1.2.1. The solution should be integrated, must use fibre/Ethernet as the primary connection and where possible use secondary cellular network connection with automatic failover;

6.1.2.2. Where a cashiering site lacks fibre connection, the Tenderer must ensure that a cellular (Cell C, MTN or Vodacom) network is utilised as a secondary connection;

6.1.2.3. The Tenderer must provide signal boosting devices for offices with poor connectivity;

6.1.2.4. The 3G pads must support dual SIMs with seamless or automatic failover;

6.1.2.5. The solution should support both traditional magstrip & chip based cards;

6.1.2.6. There should be two servers for transactions/recons on the EFT system, one primary and the other for failover which must be monitored by the Tenderer and not eThekwini Municipality;

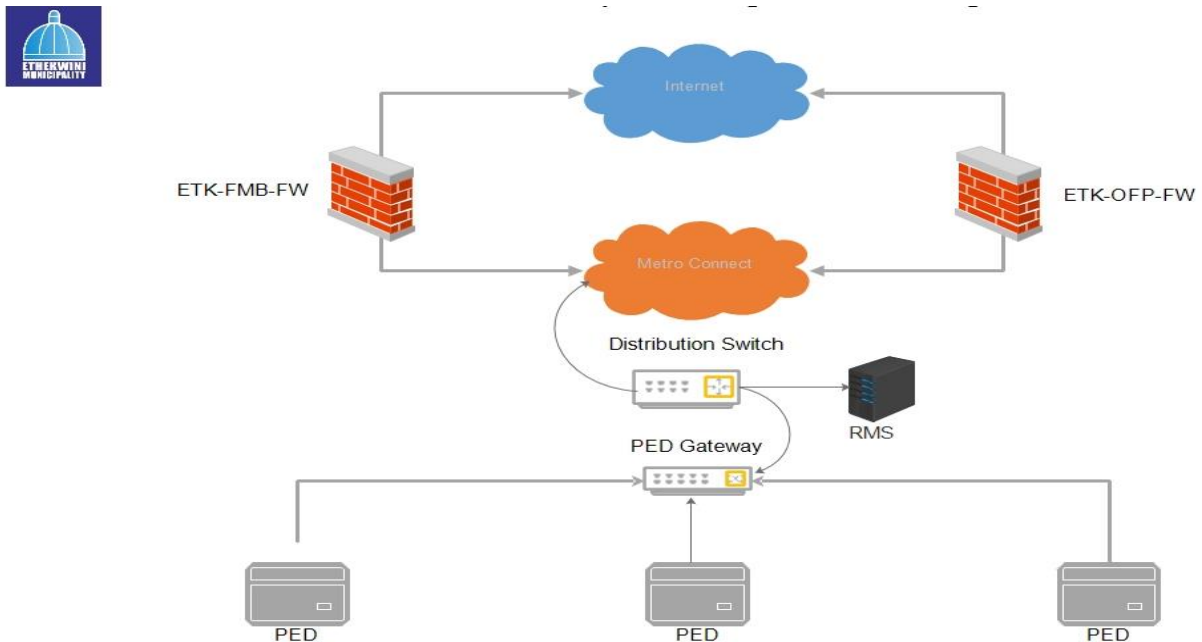
6.1.2.7. All transactions and coms to the Tenderer must be over the “MPLS VPN” link where possible;

6.1.2.8. All Tenderer’s costs must be included (hardware or any other costs); and

6.1.2.9. The tenderer must conclude a service level agreement with eThekwini Municipality to stipulate acceptable service levels.

The Tenderer is required to integrate to the municipality's current Revenue Receiving System in line with the design below:

**Diagram 2 – EThekwini Municipality Pin Entry Device Logical Network Diagram**



## 6.2. Once-off hire of Point-of-Sale Devices - Moses Mabhida Stadium

MMS runs in-house public catering services whereby it sells Food and Beverage products to the public attending events ranging from 500 – 56000. Currently, there is a standard compliment of 30 x Speed point machines however when larger events are hosted, the requirement can increase to 150 devices.

A preferential rate for the once off hire of these devices and standby technicians is required.

NB: Additional speed point devices may be requested at short notice as and when required due to future business requirements

## 7. MASTERPASS

EThekwini Municipality requires the use of Masterpass as a digital payment solution to enable its Customers to pay Metro Bills utilizing a QR code printed on their monthly Metro bill.

The solution must support QR Codes and Masterpass integration. It must also include a daily recon of transactions conducted using this payment method. The recon must be produced by the bank and the process must integrate with eThekwini Municipality's Revenue Management System.

All Tenderer's costs must be included.

The municipality is continuously transitioning customers to an electronic platform to view and pay their bills via the eServices online portal. In this regard, the volume and value of transactions have increased substantially as is indicated in section 7, sub-section B. Since Cash Deposits have diminished substantially, **the service provider is required to critically assess the electronic method of payment and provide competitive pricing.**

## 8. TRAVEL LODGE CARD

The travel service for the municipality is facilitated off-line through Travel Agencies. A lodge card issued by the Banker, was introduced to enhance the billing process. A further process to enhance the travel service entails use of an on-line travel booking/reservation system – this needs to be implemented.

A lodge card is needed to enable implementation and use of an on-line travel booking / reservation system. The Banker must be able to provide Lodge Card (s) that cater for a 60-day billing cycle that is interest free. The Bank's information technology must be compatible with that of the Municipality.

The Bank must be able to supply the Municipality with information pertaining to debits and credits on the travel lodge card i.e. Detailed electronic statement reflecting all the transactions to be sent to the Municipality on a weekly basis.

The Bank may indicate any other relevant service that can be provided.

The period of historic information, of at least 12 months, available on the system must be indicated. The cost must also be indicated, if applicable.

As and when required, the municipality must be able to download bank statements electronically on a daily basis. The bank must indicate how far back the municipality would be able to retrieve the statements.

## 9. CASH PAYMENT ADVICE STATIONERY

The eThekweni Municipality currently issues an average of 100 cash payment advices per month for payments to creditors.

The Tenderer is required to include the supply of cash payment advice stationery for the duration of the contract, with the following specifications:

### Cash Payment Advice:

- Cheque size 204mm x 94 mm;
- Remittance advice attached above cash payment advice with perforation;
- Plain white paper;
- Continuous stationery, perforated and sequentially numbered;
- No duplicate cheque required;
- No specific security features required.

## 10. ONLINE DEPOSITS

The tenderer is required to provide a real-time online interface between eThekweni Municipality cashiering operations (end-of-day banking) and Bank cash centres which should include the following:

- 10.1. Online deposit slip;
- 10.2. Real-time notification to cash centres after deposit;
- 10.3. An integrated On-Line Cash processing system;
- 10.4. The tenderers system must integrate with the Municipality's Revenue system;
- 10.5. The Municipality's Cashier will complete the deposit slip on the Cashiering system which must then populate electronically on the Tenderers system;

- 
- 10.6. The deposit must reflect online at the cash processing centre;
  - 10.7. The deposit must be scanned by the collecting CIT company;
  - 10.8. The tenderer must provide an online tracking of the deposit from the time of integrating into the Banks system to the point of delivery to the Tenderers Cash Centre;
  - 10.9. The deposit must reflect on the Bank statement at time of capture pending the counting at the Cash Centre; and
  - 10.10. Once the deposit is counted and cleared at the tenderers cash centre, the funds become available barring any discrepancies which must be corrected at time of counting.

## 11. SETTLEMENT AGENT SERVICES

The Municipality has a R10 billion Domestic Medium Term Note Programme (DMTN) registered at the Johannesburg Stock Exchange (JSE). Currently under the DMTN Programme, the Municipality has issued two bonds, with a nominal value of R500 million each with maturity periods of 10 years and 15 years respectively. The Municipality will continue to service the debt by making capital and interest repayments to the investors. The Tenderer will be required to operate as a Transfer, Calculation, Settlement and Paying Agent on behalf of the Municipality with respect to the bonds issued under the DMTN programme. The Tenderer will also need to have a current account specifically for management of bond settlement.

## 12. CITY FLEET – AUTOMATIC FARE COLLECTION SYSTEM

The eThekweni Municipality has implemented an Automatic Fare Collection system. This system is currently installed and utilised in the municipality's Bus Fleet. The current Automatic Fare Collection Systems were implemented in compliance with National Department of Transport's gazette No. 9545, Vol. 552, 17 June 2011, which requires payment to be made through a prepaid bank issued EMV fare media. The fare media is used on an offline mode on the buses.

The following requirements must be met:

- Banking Terminal integration to Automatic Fare Collection system.
- Rental and Maintenance cost of Banking Terminal.
- Hourly rate for Application/Software Engineer for customisation.
- The eThekweni Municipality is also considering accepting App payment (i.e. Apple Pay, Samsung Pay) and bank issued credit and debit card as a form of payment on these Automatic Fare Collection systems. These payments would be offline and online:
  - The registered bank must host such an environment and integrate to the current Automatic Fare Collection systems.
  - The registered bank must be able to send and receive a "hotlist" of bank issued cards to and from the Automatic fare Collection systems;
  - The registered bank must be able to clear transactions from any other bank issued credit and debit cards.
  - The registered bank must be able to clear transactions from any other type of app payment (i.e. Apple Pay, Samsung Pay)

The proposal must include the following transaction costs:

- Using any bank issued credit cards;

- Using any bank issued debit cards; and App Payment; and
- Infrastructure and hosting/support costs.

### 13. PREPAID ELECTRICITY SALES

The City currently interacts with three Super Vendors (subject to increase) who purchase electricity directly from the City in advance and retails to their customers.

The Super Vendors settle their account by depositing the value of purchases into the prepayment bank account, every 3<sup>rd</sup> day.

The tenderer is required to provide a real-time notification of the deposit to integrate into the vendor sales system. This will enable the vendor statement to be electronically populated with the deposit details.

### 14. MOBILE ATMs at MMS, ICC, DMTP

- 14.1. Requirement to hire mobile ATMs at short notice (a lead time of least two months).
- 14.2. Network connection – Due to the high demand of social media during events the mobile ATMs have historically failed to work. The mobile units would need to be equipped with network boosters.
- 14.3. Hiring Fees – A preferential rate for the once off hire of these devices and standby technicians is required.

### 15. TECHNOLOGICALLY DRIVEN INITIATIVES

In an effort enhance the payments methods available to customers, the tenderer is required to provide information on the following initiatives:

- 15.1. Self-help card payment kiosks, incorporating QR code functionality;
- 15.2. Electronic payment gateway linked to the municipality's e-services portal; and
- 15.3. Any other additional products and services in relation to technology enhancements that may benefit the municipality.

### 16. ADDITIONAL INFORMATION ON BANKING PRODUCTS AND SERVICES

#### (Section 10, Appendix A)

The Tenderer must provide the following additional information/ services:

#### 16.1. Cash Centre

Briefly detail:

- 16.1.1. the cash handling procedures;
- 16.1.2. security at the Tenderers Cash Centre;
- 16.1.3. teller supervision; and
- 16.1.4. handling of discrepancies and queries.

#### 16.2. Debit Orders processed against eThekweni Municipality banking accounts

The municipality will **not** accept any debit orders processed against any of its banking accounts. In this regard, the tenderer must clearly display how it will ensure that these debit orders will be

prevented.

NB: Any debit orders that are not in line with this requirement must immediately be reversed by the tenderer. The municipality will not be liable for any recovery process.

### **16.3. Interest calculations and retro-entries**

The tenderer must provide their procedure to handle:

- 16.3.1.** Retro entries in terms of interest calculations;
- 16.3.2.** Timeframes for transactions to be effected. e.g.: intra-day, overnight or the next day. The Tenderer should also provide information as to the type of transactions permitted as previous day value and which are not; and
- 16.3.3.** The management and recording of retro-entries.

### **16.4. Electronic banking services and technical equipment**

- 16.4.1.** A technical specification to enable the Municipality to interface with the computer systems of the Tenderer. The Tenderers timeframe and support systems in ensuring the implementation of the project must be stipulated;
- 16.4.2.** The Communication Software that will be made available to link into the Banks system;
- 16.4.3.** Information on the connection protocol or service provider that the Tenderer subscribes to;
- 16.4.4.** Security assurance and confidentiality in connectivity between the Municipality and the Tenderer;
- 16.4.5.** Service Level agreement (SLA) to ensure that the Tenderer will comply with the agreed services/ standards, must be finalised by 31 December 2025; and
- 16.4.6.** Cut-off times at the bank for electronic funds transfer (EFT).

### **16.5. Other Services**

- 16.5.1.** Bank statements must be provided electronically;
- 16.5.2.** The tenderer must provide a solution to ensure that the correct metro bill reference (11 digits) is populated on the municipality's bank statement for all deposits received over the counter at the Tenderer's Branches and electronically via. the Internet, EFT, etc.

## **17. SPECIFIC REQUIREMENTS AND INFORMATION (Section 10, Appendix B)**

### **17.1. Service Contract**

The successful Tenderer will be required to conclude a SLA by no later than 31 December 2025 which must conform with the minimum requirements as included in the attached draft SLA – refer Annexure A

### **17.2. Safety/ security procedures and insurance**

- 17.2.1.** Furnish information of all insurance cover to safeguard the interests of the Municipality in the event of negligence on the part of the Tenderer;
- 17.2.2.** The ability to investigate and recover losses arising from all fraudulent activities;

- 17.2.3. Provide ongoing advice on fraud prevention and methods of detecting fraud i.e. e-Commerce, cash, cybercrime etc;
- 17.2.4. Advice and facility to detect money laundering activities; and
- 17.2.5. The Municipality requires protection against all forms of fraud relating to the receipt and payment of cash, and the processing of banking transactions. Such measures should include cheque verification, authorisation of EFT's, password controls, bulk cash handling security, payment mandates, security of data, etc.

### 17.3. Implementation of Project

The Tenderer must demonstrate its ability to implement the banking services through accepted project management principles and demonstrate its capability to achieve the time frames as determined by the Municipality. The Tenderer should detail its experience in implementing similar accounts of national/ provincial/ local governments and parastatals.

Additional costs associated with the implementation (including hardware and software costs) should be clearly indicated or identified, which the Tenderer is of the view is for the account of the Municipality.

### 17.4. Training

The Tenderer must indicate:-

- 17.4.1. Training that will be furnished on site or at the Tenderer's premises to use its electronic banking systems and any upgrades in the future;
- 17.4.2. Training which will be provided for any unfamiliar service or facility offered by the Tenderer;
- 17.4.3. The ability and willingness to assist with the training of any future system developments; and
- 17.4.4. Costs associated with the aforementioned, which the Tenderer is of the view is for the account of the Municipality.

## 18. SOCIAL RESPONSIBILITY AND EMPOWERMENT (Section 10, Appendix E)

EThekwini Municipality is providing services to over 4.2 million citizens. The City's Corporate Social Investment (CSI) initiatives aim to enhance the lives of the community that will directly and indirectly benefit from the City's socio-economic development initiatives.

The tenderer must demonstrate its ability to partner with the municipality in developing innovative initiatives to assist the municipality to deliver on its socio-economic responsibility consistently over the term of the contract (refer SCT 14). A proposed plan of initiatives for the duration of contract, can be included.

Further, the tenderer must expand on its ability to support transformation in bringing banking solutions to the greater community outside of the central business district.

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**Corporate Social Investment**

Minimum R500,000 in Other initiatives

Minimum R1million in Social upliftment programmes

Minimum R1,5million in Bursaries and Educational Sponsorships

Minimum R2,5million in Enterprise and Supplier development programmes-

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## **SECTION 8: BANKING PRODUCT AND SERVICES PRICING TABLE**

### **PRICING INSTRUCTION**

Tenderers are requested to quote firm prices effective 1<sup>st</sup> October 2025. Separate prices must be quoted for each of the services identified, in Section 10 of the tender. The period for which these prices are effective and the dates of future annual reviews must be indicated. Any future increase in these prices, if applicable, during the five-year contract period should be linked to Statistics South Africa CPIX index.

The Tenderers must advise the basis on which they would escalate prices in the future.

All prices quoted shall be VAT exclusive.

### **NB :**

1. The Tenderer must ensure that the Yes/ No section is fully completed.
2. The Tenderer may include any additional costs that have not been included in the pricing table and in relation to any other specific requirements as listed in Section 7.
3. EThekweni Municipality and its entities operate numerous current accounts and the prices quoted must apply consistently to all the bank accounts.

**Pricing Table**

The Tenderer must ensure that this Section is fully completed. This Section must be read in conjunction with Section 7, sub-section C (SPECIFICATIONS AND REQUIREMENTS). Tick either 'Yes' or 'No'. If the answer is 'Yes' then indicate the associated costs if applicable:-

	Products/ Services Required	Reference to Section 7, Sub-section C	Yes	No	Unit cost (excl. VAT)	VAT	Unit cost (incl. VAT)
	<b>MANAGEMENT OF CASH</b>						
1	Cash deposit fee - bulk cash center	2.1.1					
2	Cash handling fee – branch	2.1.1					
3	Cash deposit errors (Cash in Transit)	2.1.2					
4	Supply of Bank Deposit Books	2.1.3					
5	Providing copies of:- <ul style="list-style-type: none"> <li>• Deposit slips</li> <li>• Electronic payment confirmations</li> <li>• Bank statements</li> </ul> And stipulation of timeframes	2.1.4					
6	Enhanced Deposit Identifier on deposits made over the counter at the bank	2.1.5					
7	Capture a pre-populated reference (15 Characters – “140616013021106”) from a revenue system generated deposit slip in relation to all deposits reaching the cash center via CIT.	2.1.6					
8	Drop safes or Cash deposit devices and coin devices	2.1.7					
	<b>OTHER SERVICES</b>						
9	Audit confirmation letters/ certificates	2.2.1					
10	Confirmation of banking details on the Tenderer's letterhead	2.2.2					
	<b>OVERDRAFT FACILITY&amp;INTEREST RATES</b>						
11	Daily aggregation of all debit and credit balances on all accounts and interest to be calculated on the net favourable balance	2.3.1					

	Products/ Services Required	Reference to Section 7, Sub-section C	Yes	No	Unit cost (excl. VAT)	VAT	Unit cost (incl. VAT)
12	Calculation of interest rate on unfavourable net balances.	2.3.2					
13	EThekwini Overdraft facility (R1 billion)	2.3.3					
14	Durban Marine Theme Park SOC Limited (RF) Overdraft facility (R10m)	2.3.4					
15	Durban International Convention Centre (ICC) overdraft facility (R20m)	2.3.5					
16	Overnight Call facility	2.3.6					
17	Calculation of overnight call facility interest rate to be determined in relation to prime overdraft rate. If not prime, indicate benchmark used.	2.3.7					
18	Interest to be paid out at the end of each month.	2.3.8					
	<b>REPORTING, AUDIT TRAILS AND QUERIES</b>						
19	Comprehensive daily and monthly cash management reports and statements.	2.4.1					
20	Hard copies of historic information in respect of all bank related queries and indicate the available period (duration of contract).	2.4.2					
21	Electronic Bank Statements sent to eThekwini Municipality daily via Host to Host in a specified file format for electronic receipting into the Municipality's receipting system.	2.4.3					
22	Deposit error corrections must be reported to the Municipality within 48 hours of the deposit inclusive of all supporting documentation.	2.4.4					
23	Electronic delivery of statements	2.4.5					
24	Online availability of provisional statements	2.4.6					
25	Dashboard Reporting <b>XXX</b>	2.4.7					
26	Information relating to fraudulent transactions	2.4.8					
	<b>ELECTRONIC BANKING SERVICES</b>						
27	Direct on-line balance enquiry	2.5.1					
28	Direct on-line cash management facility	2.5.2					

	Products/ Services Required	Reference to Section 7, Sub-section C	Yes	No	Unit cost (excl. VAT)	VAT	Unit cost (incl. VAT)
29	Direct on-line statement enquiry	2.5.3					
30	Direct on-line, real-time browsing facility	2.5.4					
31	Electronic historic information in respect of all bank statements and indicate the available period (duration of contract).	2.5.5					
32	Facility to integrate information on the bank statement into the Municipality's ERP system to facilitate bank reconciliations.	2.5.6					
33	Audit trail of electronic transfers in/ deposits	2.5.7					
34	Direct on-line facility to capture bank transfers	2.5.8					
35	Electronic direct debit facility	2.5.9					
36	Electronic enquiry facility	2.5.10					
37	Deposit identification facility ****	2.5.11					
	<b>ELECTRONIC FUNDS TRANSFER (EFT)</b>						
38	EFT payments to effect investments with financial institutions <ul style="list-style-type: none"> <li>• transfer to Tenderers bank</li> </ul>	2.6.1					
39	<ul style="list-style-type: none"> <li>• transfer to Agent bank</li> </ul>	2.6.1					
40	EFT facility to effect payments to creditors	2.6.2					
41	EFT recall to stop payment of creditors.	2.6.3					
42	EFT audit trail of all unpaid creditors.	2.6.4					
43	EFT facility to effect salary payments <ul style="list-style-type: none"> <li>• transfer to Tenderers bank</li> </ul>	2.6.5					
44	<ul style="list-style-type: none"> <li>• transfer to Agent bank</li> </ul>	2.6.5					
45	<ul style="list-style-type: none"> <li>• recall of transfer</li> </ul>	2.6.5					
46	<ul style="list-style-type: none"> <li>• late recalls</li> </ul>	2.6.5					
47	<ul style="list-style-type: none"> <li>• return of unpaid items</li> </ul>	2.6.5					
48	<ul style="list-style-type: none"> <li>• copies of payment reports</li> </ul>	2.6.5					
49	<ul style="list-style-type: none"> <li>• transaction tracing</li> </ul>	2.6.5					
50	EFT recall to stop payment of salary payments	2.6.6					

	Products/ Services Required	Reference to Section 7, Sub-section C	Yes	No	Unit cost (excl. VAT)	VAT	Unit cost (incl. VAT)
51	EFT audit trail of all unpaid salaries	2.6.7					
52	Facility to create payment beneficiaries and process payments on-line. Flexibility for the tenderer to create the beneficiaries on behalf of the municipality.	2.6.8					
53	Itemised transactional entries on the bank statement	2.6.9					
54	Facility for payments to be released for a future date (up to 60 days in advance).	2.6.10					
55	Interim audit reports before action date.	2.6.11					
56	Final audit report after payment is released	2.6.12					
57	On Line verification and validation of suppliers/ creditors (account holders name), branch and account numbers. - Tenderer's bank	2.6.13					
58	- Agent bank	2.6.13					
59	Segregation of Duties that allow for the following :- - Capture of Information/ Create Payments - Verification (1 <sup>st</sup> level) of transaction/ payment batch. - Release (2 <sup>nd</sup> Level) of transaction/ payment batch	2.6.14					
60	Allow for multiple operators/ users	2.6.15					
61	Each operator must have own user identification and password	2.6.16					
62	The system must provide the following options on EFT (include cut-off times):- - Two and five day dated service - One day dated service - Same day service	2.6.17					
63	Facility to recall payments processed erroneously	2.6.18					
64	The Tenderer's software must be loaded into the Municipality's desktop PC's with minimal changes to hardware.	2.6.19					
65	The electronic funds transfer service must operate in a	2.6.20					

	Products/ Services Required	Reference to Section 7, Sub-section C	Yes	No	Unit cost (excl. VAT)	VAT	Unit cost (incl. VAT)
	secure environment and information transmitted must be encrypted.						
66	Host-to-Host' facility which is an automated delivery system creating a link for two-way data transfer.	2.6.21					
67	Back up computer facilities	2.6.22					
68	SMS and E-mail notification ****	2.6.23					
69	A dedicated, efficient and effective support team to maintain and service EFT process	2.6.24					
	<b>ELECTRONIC FOREIGN PAYMENTS</b>						
70	Facility to process foreign payments electronically	2.7.1					
71	The facility must be accessible on a SINGLE platform.	2.7.2					
72	<b>ISSUING OF GUARANTEES</b>	2.8					
	<b>GENERAL</b>	<b>2.9</b>					
73	Letters of credit/ forward cover/ foreign currency	2.9.1					
74	Business credit/ petrol/ toll card facility	2.9.2					
75	Customer credit referencing	2.9.3					
76	Economic advice/ forecasting	2.9.4					
77	Custodial services	2.9.5					
78	Installation of ATM machines at various sites as required by the Municipality.	2.9.6					
79	Provide a process to facilitate the receipting of Foreign Deposits.	2.9.7					
	For the following items 80-108 please provide a full solution as an Appendix (refer Section 10)						
80	Additional computer hardware or software	1.1					
81	Connectivity between eThekweni Municipality and the bank	1.2					
82	Connect Direct licences	1.3					
83	Training requirements	1.4					
84	Single Integrated Banking System	1.5					
85	• Multiple Bank Accounts	1.5.1					

	Products/ Services Required	Reference to Section 7, Sub-section C	Yes	No	Unit cost (excl. VAT)	VAT	Unit cost (incl. VAT)
86	• Electronic Payments	1.5.2					
87	• Inter-bank transfers	1.5.3					
88	• View and Download bank statements	1.5.4					
89	• Cash Management System	1.5.5					
90	• Foreign Payments	1.5.6					
91	• Full reporting capabilities	1.5.7					
92	A dedicated support team to maintain and service all banking queries A dedicated support team to maintain and service EFT requirements of the Municipality	3					
93	The Banking system	4					
94	Provision of Agency Banking Services to Market Agency users	5					
95	Card Facilities	6					
96	• Debit card	6.1					
97	• Credit card processing block (specifically mentioned)	6.1.1.6					
98	• Speed Point of Sale devices (specifically mentioned)	6.1.1.12					
99	• Once-of hire of POS devices (specifically mentioned)	6.2					
100	Masterpass	7					
101	Travel Lodge Card	8					
102	Cash Payment Advice Stationery	9					
103	Online deposits	10					
104	Settlement Agent Services	11					
105	City Fleet AFC	12					
106	Prepaid Electricity	13					
107	Mobile ATMS	14					
108	Technologically Driven Initiatives	15					

\*\*\*\* = Please provide a full solution as an Appendix to Section 8

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XXX = provide details of dashboard reporting as an Appendix to Section 8

**I/ We certify that the services and unit pricing quoted above is true and correct and may be utilized by the Municipality to calculate a total bank charge that would be applicable to the municipality in line with the volumes referred to Section 7, Sub-section B.**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF SIGNATORY (BLOCK LETTERS): \_\_\_\_\_

CAPACITY OF SIGNATORY: \_\_\_\_\_

NAME OF WITNESS: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

**SECTION 9 : OFFICIAL TENDER FORM**

**Part A: OFFER BY TENDERER** - In response to **Tender Number : 1F-29874** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

**Completion of the following is compulsory. Failure to declare the following will invalidate your offer.**

**Declaration of Interest**

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship				
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship				

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

\* Signature :

\* Name (*capitals*):

Date:

Capacity:

\* Name of Business:

Tel:

Address:

Fax:

\* Denotes Mandatory Information

**Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender**

**Part B: ACCEPTANCE BY PURCHASER** - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (*capitals*):

Date:

Capacity:

**SECTION 10:**  
**FUNCTIONALITY EVALUATION CRITERIA**

The following forms part of the evaluation process:-

- Evaluation will be based on the most responsive tender to specification;
- Tenderers must attend a compulsory briefing session;
- The 90/10 Targeted Procurement Formula will be used to evaluate this enquiry with the points being awarded on the basis of 90 points for the tender price and 10 points for Specific Goals stipulated; and
- Tenderers that are unable to meet the technical requirements will not be considered.

Scoring will be initially out of a Total of 600 according to the following criteria:

<b>Competence Criterion</b>	<b>Key Aspect of Criterion</b>	<b>Max points</b>
<b>TECHNICAL ABILITY</b>	➤ Implementation Process (Optimal Solution)	100
	➤ Compatibility of Hardware/Software	100
	➤ Safety / Security of Systems	60
	➤ Single Integrated Banking System	40
	➤ Training / Service Contract / Support System	
	<b>TOTAL</b>	<b>300</b>
<b>FINANCIAL STABILITY AND CREDIT RATING</b>	➤ Financial stability	
	1. Capital and reserves	30
	➤ Credit Rating	
	1. Long-term Rating	15
	2. Short-term Rating	15
	<b>TOTAL</b>	<b>60</b>
<b>BANKING SERVICES</b>	➤ Main Branch and Service / Support	
	- Banking relationship structure	20
	- Dedicated service delivery team	30
	- Details of Bulk Cash Center	90
	<b>TOTAL</b>	<b>140</b>
<b>DEBIT CARD</b>	➤ Debit Card Facility	<b>80</b>
<b>SOCIAL EMPOWERMENT</b>	➤ Corporate Social Investment Initiatives	<b>20</b>
<b>GRAND TOTAL</b>		<b>600</b>

**Tenders failing to score a minimum of 360 points (60%) for functionality will be precluded from further evaluation**

CRITERIA	SUB CRITERIA	INDICATORS (Points)			
		Poor (0% – 59%)	Satisfactory (60% – 79%)	Good (80% - 89%)	Very Good (90% - 100%)
<b>TECHNICAL ABILITY (300) Section 10.1</b>	Implementation Process (100)	0 – 59	60 – 79	80 – 89	90 – 100
	Safety / Security of Systems (100)	0 – 59	60 – 79	80 – 89	90 – 100
	Single Integrated Banking System (60)	0 – 35.4	36 – 47.4	48 – 53.4	54 – 60
	Training / Service Contract / Support System (40)	0 – 23.6	24 - 31.6	32 – 35.6	36 – 40
<b>FINANCIAL STABILITY &amp; CREDIT RATING (60) Section 10.2</b>	Financial Stability (30)	0 – 17.7	18 – 23.7	24 – 26.7	27 – 30
	Credit Rating (30)	0 – 17.7	18 – 23.7	24 – 26.7	27 – 30
<b>BANKING SERVICES (140) Section 10.3</b>	Main Branch and Service / Support (50) <ul style="list-style-type: none"> <li>• Banking relationship structure</li> <li>• Dedicated service delivery team</li> </ul>	0 – 29.5	30 – 39.5	40 – 44.5	45 – 50
	Bulk Cash Centre (90)	0 – 53.1	54 – 71.1	72 – 80.1	81 – 90
<b>DEBIT CARD FACILITY Section 10.4 (80)</b>	Debit Card Facility (80)	0 – 47.2	48 – 63.2	64 – 71.2	72 – 80
<b>SOCIAL EMPOWERMENT Section 10.5 (20)</b>	Social Empowerment (20)	0 – 11.8	12 – 15.8	16 – 17.8	18 – 20

**10.1. TECHNICAL ABILITY****Scoring Criteria**

The Tenderer that meets the full spec requirement will score maximum points

The Tenderer that meets partial spec or proposes an alternate solution will score between minimum and maximum points

The Tenderer that does not meet the spec will score zero

**Implementation Process (Optimal Solution) 100 Points**

	yes	no	Total Points
Makes use of our existing fibre infrastructure to save monthly connectivity costs			30
Solution has a backup plan in case of total network failure			15
Solution has a backup link to hosted environment			15
Connectivity solution easy to understand and implement			10
Host to Host encryption software can be installed onto our AS400 at no additional costs			10
Automatic failover from primary to backup links in the event of failure			10
Project Manager and technical implementation team will be assigned to implement			10

**Safety/Security (HOST to HOST Solution) 100 Points**

	yes	no	Total Points
Data is encrypted between eThekwini Municipality and host site			45
Host site will integrate behind eThekwini Municipality's Fortigate Firewall			25
Uses Secure method for file transfer			30

**Single Integrated Banking System (Debit Card Facility) 60 Points**

	yes	no	Total Points
Total cost for setting up a single Cashier terminal (hardware or any other cost)			10
The solution can integrate to eThekwini Municipality's network and use Fibre/Ethernet as the primary connection			10
The solution is able to use secondary cellular network connection with automatic failover if fibre connection fails			10
The 4G pads support dual SIMs with seamless or automatic failover			10
There should be two servers (one primary & one failover) for transactions/recons on the EFT system			10
The solution must provide signal boosting devices where required, for offices with poor signal			10

**Training/Service Contract/Support Systems 40 points**

	yes	no	Total Points
Is there a skilled support team to diagnose and fix connectivity problems?			20
Is there an escalation procedure to sort out problems that are outstanding for too long?			5
Effective training be given on banking software?			5
Will there be a service level agreement to guarantee uptime?			10

**TOTAL SCORE****300****NB: Tenderer's are reminded that in evaluating the above Technical Ability, the following qualitative factors will be considered:**

The Tenderer's ability to demonstrate that:

- It has a proven track record by providing details of Clients where these solutions have been implemented, and arrange site visits to enable the eThekwini Municipality Evaluation Team to verify the information provided;
- Its systems are fully integrated and robust to handle high volume transactions;
- Alternate solutions provided are fully workable to incorporate eThekwini Municipality's operational banking requirements;
- Its implementation team fully understands the products of the bank;
- Its support team has the requisite technical skill and a vast number of years technical experience to resolve problems encountered with minimal downtime;
- Its solution around the debit card facility can be modified to accommodate the requirements as stipulated;
- Its training module is fully comprehensive and include its roll out plan to effectively conduct training for the ±100 eThekwini Municipality's users of the banking system and software; and
- It enters into a comprehensive SLA that covers all aspects of troubleshooting and escalation procedures.

<b>10.2. FINANCIAL STABILITY AND CREDIT RATINGS</b>			
<b>Financial Stability</b>			
<b>Scoring Criteria</b>			
The Tenderer with the most favourable reserve will score maximum points, with the remaining Tenderer's being adjusted in relation to ranges listed below.			
<b>Capital &amp; Reserves</b>		<b>Points</b>	
<b>(R'000)</b>			
> R 99 999 999		30	
R 80 000 000 - R 99 999 999		25	
R 60 000 000 - R 79 999 999		20	
R 40 000 000 - R 59 999 999		15	
R 20 000 000 - R 39 999 999		10	
< R 20 000 000		5	
<b>Maximum score</b>		<b>30</b>	
<b>Credit Rating</b>			
<b>Long Term Rating</b>		<b>Short Term Rating</b>	
<b>Rating</b>	<b>Points</b>	<b>Rating</b>	<b>Points</b>
AAA / AA+ / AA / AA-	15	A1+	15
A+ / A / A-	10	A1	10
> BBB- < A-	5	> A3 < A1	5
< BBB-	0	< A3	0
	<b>30</b>		<b>30</b>
<b>TOTAL MAXIMUM SCORE 60</b>			

<b>10.3. BANKING SERVICES</b>	
<b>A]. Main Branch and Service/ Support</b>	
<b>Scoring Criteria</b>	
The Tenderer will receive a maximum score of 50 if able to meet the requirement, if not, a proportional score will apply.	
1. Banking relationship structure	10
2. Dedicated service delivery team – eThekweni Municipality	10
3. Dedicated service delivery team – International Convention Centre	10
4. Dedicated service delivery team – Durban Marine theme Park	10
5. Dedicated service delivery team – Electronic Funds Transfer (Host to Host)	10
<b>TOTAL SCORE</b>	<b>50</b>
<b>B]. Bulk Cash Centre</b>	
<b>Scoring Criteria</b>	
The Tenderer will be assessed on its ability to meet the criteria listed below in conjunction with cash centre site visits.	
1. Overall security of the premises...internal and external	5
2. CIT: Security controls on hand over of cash from CIT Marshall to bank official	10
2.1. vehicle protection entering bank, protection of building (internal and external) and security procedures when entering the centre [4]	
2.2. clear procedure in the transfer of cash from the CIT vehicle to CIT Security Marshall and then to bank [4]	
2.3. clear indication of when the risk transfer from CIT service provider to bank [2]	
3. Camera surveillance - scope, technology, features, knowledge of equipment etc.	10
3.1. Seal bags and numbers must be shown to camera prior to teller breaking the seal. [2]	
3.2. Cameras cover a wide view angle covering teller's entire workstation in full View [3]	
3.3. Footage to be stored for at least 2 months (investigations will require a longer period) [5]	
4. Cash Handling: Counting and discrepancies	25
4.1. procedures for tellers obtaining cash, teller movement, searching of tellers when exiting the premises and rotation of tellers. [10]	
4.2. clear procedure on how to deal with broken seals and tampered bags [5]	
4.3. procedure on dealing with discrepancies (daily reconciliation of discrepancies) [4]	
4.4. Insurance on Bank related discrepancies [3]	
4.5. Recovery system in case of power failures/loadshedding [3]	
5. Data Retention	10
6. Same Day Value for deposits (late receiving of deposits from CIT)	10
7. Supply of tamper-proof cash bags	10
8. Purchase of change	10
<b>TOTAL SCORE</b>	<b>90</b>

<b>10.4. DEBIT CARD FACILITY</b>	
<b>Scoring Criteria</b>	
The Tenderer will receive a maximum score of 80 if able to meet all of the requirements below, if not, a proportional score will apply.	
<b>The Tenderer must:</b>	
1). Demonstrate ability to block all credit card transactions;	15
2). Provide fully integrated training;	15
3). Integrate debit card facility with the municipality’s revenue system; and	15
4). Provide full audit trails including various transaction reports.	15
5). Dispute handling process for card transactions	20
<b>TOTAL SCORE</b>	<b>80</b>

**10.5. SOCIAL EMPOWERMENT****Scoring Criteria**

The Tenderer will receive a maximum score of 20 if able to meet each of the requirements below, if not, a proportional score will apply.

<b>Corporate Social Investment</b>	<b>Points</b>
Minimum R500,000 in Other initiatives	2.5
Minimum R1million in Social upliftment programmes	5
Minimum R1,5million in Bursaries and Educational Sponsorships	7.5
Minimum R2,5million in Enterprise and Supplier development	10

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## **SECTION 11 - APPENDICES**

### **Banking Products and Services Pricing Schedule (Section 8) – any additional costs that may not have been included in the pricing table**

Responses to Section 7, Sub-section C, point 16 must be attached to this Section:

#### **Additional Information on Banking Products (Appendix A)**

- Cash Centre
- Debit Orders
- Interest on calculations and retro-entries
- Electronic Banking Services and Technical Equipment
- Other Services

Responses to Section 7, Sub-section C, point 17 must be attached to this Section:

#### **Specific requirements and information (Appendix B)**

- Service Contract
- Safety / Security Procedures and Insurance
- Implementation of Project
- Training

#### **Tenderer response to all other subsections under Section 7, Subsection C (Appendix C)**

- Point 1 – Banking Services
- Point 3 – Dedicated Customer Support Team
- Point 4 – The Banking System
- Point 5 – Market Agency
- Point 6 – Card Facilities
- Point 7 – Masterpass
- Point 8 – Travel Lodge card
- Point 9 – Cash Payment Advice Stationery
- Point 10 – Online Deposits
- Point 11 – Settlement Agent Services
- Point 12 – City Fleet (Automatic Fare Collection System)
- Point 13 – Prepaid Electricity Sales
- Point 14 – Mobile ATM (Moses Mabhida Stadium, ICC, DMTP)
- Point 15 – Technologically Driven Initiatives

#### **Additional information to be supplied by tenderer (Appendix D)**

1. The latest set of audited annual financial statements.
2. The latest Annual Report.
3. The Tenderer must submit an original valid tax clearance certificate and/or Tax PIN with the tender document. Should the Municipality not be in possession of this certificate, the Tenderer's offer will be considered non-responsive.
4. Most recently published Domestic and International Credit Ratings.
5. Details of the designated main branch where the Municipality's bank account will be located:
  - Name and physical Location;
  - Banking relationship structure, names and positions;

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- Staffing numbers and structures;
  - After-hours access to Branch;
  - Dedicated operational/ technical support including a solution around how you would deal with queries/ issues raised; and
  - IT (financial) systems, back-up facilities including disaster management.
6. Details of Management structure, names and position;
  7. Administrative and Information Technology systems and support services;
  8. Membership of a Clearing House (institution must be a clearing bank);
  9. Proof of registration in terms of the Banks Act, 1990 (Act No. 94 of 1990);
  10. All information systems with the Tenderer should be Web-based. In this regard the Tenderer must demonstrate its e-Commerce, e-Government and m-Commerce initiatives;
  11. All tenderer's requirements for resolutions and approvals e.g. Signatories;
  12. The Tenderers current involvement in providing a banking service to national, provincial, local governments and parastatals (furnish a list of customers/ clients);
  13. The necessary Board resolution authorizing the representative to sign and submit the Tender on the Tenderer's behalf;
  14. Proof that the Tenderer can handle the transaction volumes (shown in Section 7, Sub-section A, point 1 of the Municipality's statistical information) by reference to the Tenderer's existing client base and volumes, systems and infrastructure relating to both public and private sectors; and
  15. The Tenderer must acknowledge the review of the draft Service Level Agreement and Service Contract.

Responses to Section 7, Sub-section C, point 18 must be attached to this Section:

**Social Responsibility and Empowerment (Appendix E)**

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**SECTION 12 - ANNEXURES**

Annexure A – Proposed Service Level Agreement