OKHAHLAMBA
LOCAL MUNICIPALITY • UMKHANDLU WENDAWO
Home of Heritage and Tourism

FINANCE DEPARTMENT

CONTRACT NO: 8/1/1/4/10- FIN 02/2025

APPOINTMENT OF A SERVICE PROVIDER TO RENDER BANKING SERVICES TO OKHAHLAMBA LOCAL MUNICIPALITY FOR THE PERIOD OF 5 YEARS

BIDDER'S NAME:
AMOUNT:
AMOUNT IN WORDS:

Department of Finance
P O Box 71
BERGVILLE
3350
Telephone: 036 448 8000

OKHAHLAMBA LOCAL MUNICIPALITY
FINANCE DEPARTMENT
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INDEX TO BID DOCUMENTS

OKHAHLAMBA LOCAL MUNICIPALITY

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INVITATION TO BID

BID NOTICE

Bids are hereby invited in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003.

Bid documents are obtainable from the SCM Bids office after paying non-refundable deposit of R400.00 per bid document at cashiers or by EFT made out in favor of Okhahlamba Local Municipality prior to bid collection of the bid document: First National Bank, Branch Code. 220625, **Acc no. 51660362710.**

Any eligible bidder can also download documents free of charge on the web-based portal www.etenders.gov.za with effect **24 April 2025 @ 15:00pm** only service providers registered on National Treasury Central Supplier Database (CSD) and Okhahlamba Local Municipality's database will be considered for bidding.

	Contract Name and Description	**Bid Documents availability date**	**Briefing Session Date, time & Venue**	**Closing & Opening Date & Time**	**Bid Enquiries**
FIN 02/2025 Functionality 80%	Appointment of a service provider to render banking services to Okhahlamba Local Municipality for the period of five (5) years	From: 24 April 2025 Contact Mrs M Dlamini / B Shezi **036 448 8062/ 036 448 9209**	None	25 June 2025 @ 12:00pm	Okhahlamba Municipality Depart: Fin Depart 036 448 8059/082 512 0203 Email: nhlonipho.nene@okhahlamba.gov.za

BID SUBMISSION

Sealed bids **with the contract number and description of the bids endorsed on the envelope with the bidders details clearly indicated** may be couriered using courier services at least two days before closing date to avoid late delivery or be hand delivered and must be deposited at the Okhahlamba Local Municipality's bid box situated in the reception at or before **the specified date and time above,** at which bids will be opened in public in the municipal's Boardroom .Bids received after the said closing date and time as prescribed will not be considered. Facsimile and e-mailed bids will not be accepted.

Bids will be evaluated and adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Specific Goals and other applicable legislations and will be based on 80/20 preference points system.

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

Bids must only be submitted on the bid documentation that is issued. CSD registration, valid Tax Clearance Certificate plus SARS status verification pin, CK document and other required certificates must accompany the bid document.

The Okhahlamba Local Municipality is not bound to accept the lowest or any bid and reserves the right to accept the whole or part of a bid.

INVITATION TO BID – PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OKHAHLAMBA LOCAL MUNICIPALITY					
BID NUMBER:	8/1/1/4/10– FIN 02/2025	CLOSING DATE:	25 JUNE 2025	CLOSING TIME:	12:00PM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER BANKING SERVICES TO OKHAHLAMBA LOCAL MUNICIPALITY FOR THE PERIOD OF 5 YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT
(STREET ADDRESS

259 KINGSWAY STREET (OPPOSITE TO ASTRON GARAGE)
PO BOX 71
BERGVILLE
3350

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	

PREFERENTIAL POINTS (80/20) ***PRICE = 80*** ***PREFERENT POINTS = 20*** ***TOTAL = 100***

SPECIFIC CONTRACT PARTICIPATION GOALS	**20**		**TICK FOR CLAIM**
RACE (EQUITY HDI'S)	**10**		
DISABILITY&YOUTH	**3**		
BLACK PEOPLE WHO ARE WOMEN	**2**		
LOCALITY	**5**		
TOTAL HDI SCORE	**20**		

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	………………………………	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	FINANCE – SUPPLY CHAIN MANAGEMENT DEPT	CONTACT PERSON	NHLONIPHO NENE
CONTACT PERSON	THULILE MAPHALALA	TELEPHONE NUMBER	036 448 8059/ 082 512 0203
TELEPHONE NUMBER	036 – 448 8056/ 087 086 9209	FACSIMILE NUMBER	036 – 448 1986
FACSIMILE NUMBER	036 – 448 1986	E-MAIL ADDRESS	
E-MAIL ADDRESS	Thulile.Maphalala@okhahlamba.gov.za	nhlonipho.nene@okhahlamba.gov.za	

TERMS AND CONDITIONS FOR BIDDING- PART B

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………

DATE: …………………………………………...

OKHAHLAMBA LOCAL MUNICIPALITY

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FUNCTIONALITY

OKHAHLAMBA LOCAL MUNICIPALITY
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FUNCTIONALITY POINTS FOR BID EVALUATION

1. Bidders will first be evaluated on the following point scoring criteria and be subjected to a further evaluation thereafter; bidders will be further evaluated on the targeted procurement / preferential points.

2. Bidders, who do not score more than 80% upon the functionality, will not be considered for a further evaluation.

3. Bidders are to submit documentary proof and the page reference number in support of the description of items above as part of the bid document.

4. Points allocated column is for Municipal Official use only.

NB: Please complete the table below by indicating the page reference number where supporting documents are attached.

No	Description Items	Maximum Potential Score	Points Claim	Points Allocated	Page Reference number where proof attached.
	Description of service to be Rendered				
1	Certified copy for registration with financial service board	25			
2	Certified copy of public liability insurance	25			
3	Existing branch within Okhahlamba Jurisdiction	25			
4	The service must demonstrate past involvement in the banking service with the municipality 5 points per service.	25			
	TOTAL SCORED	**100**			

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CONDITIONS OF CONTRACT

OKHAHLAMBA LOCAL MUNICIPALITY
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CONDITIONS OF THE BID

A. GENERAL

1. Bid documents must be completed in black ink and prices must **NOT** include VAT.
2. **All pages and annexures must be initialled / sign in full signature where required.**
3. The lowest or any bid will not necessarily be accepted and Okhahlamba Local Municipality reserves the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.
4. No bid will be accepted by fax or e-mail.
5. Bids are to remain open for acceptance for a period of ninety (90) days from the date they are lodged and may be accepted at any time during the said period of ninety (90) days.
6. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
7. Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as **"Additional"** to the specific bid reference number.
8. Only bids on Okhahlamba Local Municipality official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
9. **Corrections may not be made by means of a correcting fluid. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.**
10. Should it be considered necessary by the bidder that officials of Okhahlamba Local Municipality should proceed to other centres for inspection purposes, such costs shall be for the account of the bidder.
11. This contract will be governed by Okhahlamba Local Municipality "Conditions of the Bid" only and not any conditions supplied by the bidder.
12. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
13. If items are not in line with the bid must be drawn through the space in pen.
14. Only bids received by **12:00pm** on the given closing date in the bid box will be considered.

B. DEMONSTRATIONS AND INSPECTIONS

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the Okhahlamba Local Municipality or any other area within the boundary of the Okhahlamba Local Municipality, any services offered in this bid.

2. Where officials are required to attend demonstrations or inspections outside the boundary of the Bergville Area, all costs to attend such demonstration must be borne by the bidder.

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GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

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, 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’s 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:

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract and;

(b) In the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements and;

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final

destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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.

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.

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 these 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:

(a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by purchaser pursuant to GCC Clause 21.2;

(b) If the supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) The date of commencement of the restriction

(ii) The period of restriction; and

(iii) The reasons for the restriction.

(iv) These details will be loaded in the National Treasury's central database of

(v) 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 Bid 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or

(b) 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

(c) 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 0f 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.

OKHAHLAMBA LOCAL MUNICIPALITY

FINANCE DEPARTMENT

CONTRACT NO: 8/1/1/4/10- FIN 02/2025

APPOINTMENT OF A SERVICE PROVIDER TO RENDER BANKING SERVICES TO OKHAHLAMBA LOCAL MUNICIPALITY FOR THE PERIOD OF 5 YEARS

SPECIAL CONDITIONS OF CONTRACT

OKHAHLAMBA LOCAL MUNICIPALITY
FINANCE DEPARTMENT
CONTRACT NO: 8/1/1/4/10- FIN 02/2025
APPOINTMENT OF A SERVICE PROVIDER TO RENDER BANKING SERVICES TO OKHAHLAMBA LOCAL MUNICIPALITY FOR THE PERIOD OF 5 YEARS`

1. DURATION

The duration for this contract will be 5 years from the day of finalisation of appointment.

2. PAYMENT

All payments will be made to the Service Provider within thirty (30) days upon the receipt of an invoice.

3. PRICE

Prices charged by the service provider for 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.

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.

3. RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids. The Okhahlamba Local Municipality reserves the right to disqualify a bid in the event that the bidder does not fully comply with this provision.

4. BID VALIDITY

This bid shall not be withdrawn during a period of ninety (90) days from the date on which it is to be lodged and it may be accepted at any time during that period.

5.1 DOCUMENTS TO BE SUBMITTED TOGETHER WITH BID DOCUMENT

- CSD Registration Summary Report
- Copy of tax clearance certificate and Pin from SARS.
- Company Registration certificate.
- Certified copies of identity documents of directors or management.
- Copy of B-BBEE Status Level Verification Certificates or certified copies
- Authority of signatory.

5.2 COMPULSORY DOCUMENTS FOR EVALUATION PURPOSES

- Rates bill account / lease agreement
- Letter of good standing from the bank
- Proof of registration with financial services board
- Proof of public liability insurance

6. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 49 of the Municipal Supply Chain Management Regulations No 27636 of 2005, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award/ process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

Kindly note that the intention of award will be published on the municipal website.

OKHAHLAMBA LOCAL MUNICIPALITY

FINANCE DEPARTMENT

CONTRACT NO: 8/1/1/4/10- FIN 02/2025

APPOINTMENT OF A SERVICE PROVIDER TO RENDER BANKING SERVICES TO OKHAHLAMBA LOCAL MUNICIPALITY FOR THE PERIOD OF 5 YEARS

SPECIFICATION OF CONTRACT

OKHAHLAMBA LOCAL MUNICIPALITY
FINANCE DEPARTMENT
CONTRACT NO: 8/1/1/4/10- FIN 02/2024
APPOINTMENT OF A SERVICE PROVIDER TO RENDER BANKING SERVICES TO OKHAHLAMBA LOCAL MUNICIPALITY FOR THE PERIOD OF 5 YEARS

BID SPECIFICATION

1. INTRODUCTION

Okhahlamba Municipality invites registered banks to submit bids for the rendering of banking services. The bid will be the basis for negotiations with a preferred bidder and ultimately with the selected Bank.

1.1 Please note that (i) the costs of preparing the proposal and of negotiating the bid agreement are not reimbursable from municipal funds and (ii) Okhahlamba is not bound to accept any of the bids submitted. (iii) No other proposal outside the conditions of this Request for Bids will be considered by the Municipality.

2. CLARIFICATION OF THE REQUEST TO BID

2.1 Bidders may request a clarification of any of the Request for Bid documents up to close of business on **24 June 2025** any request for clarification must be sent in writing or by electronic mail to Okhahlamba Municipality, at the addresses set forth below under the enquiry contact details. Okhahlamba Municipality will respond by facsimile or electronic mail to such requests.

2.2 At any time before the submission of bids, Okhahlamba Municipality may, for any reason, whether at its own initiative or in response to a clarification requested by an invited bidder, amend the Request for Bid documents. The amendment will be sent in writing or by electronic mail to all registered bidders and will be binding on them. Okhahlamba Municipality may at its discretion extend the deadline for the submission of bids.

2.3 Note that bidders shall not contact Okhahlamba Municipality on any matter relating to their bid from the time of the final submission of bids to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of Okhahlamba Municipality, it should do so in writing at the address indicated above, under point 2.1. Any effort by the bidder to influence Okhahlamba Municipality in the bid evaluation, bid comparison, or final award decisions may result in the rejection of the bidder's proposal.

2.4 The date for the rendering of banking services by the appointed Bank must be effective from ………………..

3. PREPARATION OF BID

3.1 Bids must remain valid for ninety (**90) days** after the submission date. Okhahlamba Municipality will make its best effort to complete negotiations within this period.

4. BID SPECIFICATIONS

4.1 The evaluation committee will select a preferred bidder on the basis of an evaluation of the mentioned criteria in terms of Specifications and Requirements.

4.2 Bidders not complying with bid specifications will not be considered

5. AWARDING OF CONTRACT

Okhahlamba Municipality will notify all bidders of the outcome of the bid.

6. SCOPE OF WORKS

Bidders will be required to provide the services as indicated in the Specifications and Requirements Section :

SPECIFICATIONS AND REQUIREMENTS

1. BIDDER'S RESPONSE

This Section sets out the banking services which the Okhahlamba Municipality requires to be supplied, or made available, by the registered Bank (Bidder). The Bidder is requested to supply full details of the services required. The Bidder must supply details of:

(a) the time frames required by the Bidder and a programme for implementation of the required banking services.

(b)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 SAGE Evolution and Contour systems and/or to operate at the required level of efficiency, and or any other system that may become applicable to the Municipality.

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

(d)the Bidder is required to provide a SINGLE integrated banking system to enable the Municipality to transact with the Bank which must include:

- Electronic Payments (EFT)
- Inter-Bank transfers (allowing debit and credit referencing to be captured by the User)
- Capture Stop Payments
- Viewing and downloading of statements
- Cash Management system
- Foreign Payments

2. EXECUTIVE SUMMARY

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

- a user-friendly banking system
- competitive bank charges and commission
- immediate / timeous telephonic support
- bulk cash handling facilities
- speed point terminal services
- internet / electronic banking solutions
- defined overdraft facilities
- electronic foreign exchange payment facility

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

The Scope of this tender, at this stage, only includes the Okhahlamba Municipality, operating within the municipal area of Okhahlamba. Should this change, the appointed Bank must be able to accommodate any changes to these conditions.

3. FINANCIAL INFORMATION

No.	Description	Information
1	**VAT Registration Number**	4490105907
2	**BUDGET 2025/2026 (Annual)**	
	Operating Budget	R 247 909 000
	Capital Budget	R 37 981 000
3	**STATISTICAL INFORMATION – 2024/2025 (Monthly)**	
3.1	**RECEIPTS**	
	Number of Deposits	+/- 14 500
	Value of Cash Deposits	+/- R 300 000
	Value of Cheque Deposits	N/A
	Value of Direct Deposits	
	• Agencies – Easy Pay	0
	• Electronic Deposits	+/-R 8 mil
	Investments Realised (Annual)	R 60 mil
	Number of R/D Cheques	N/A

3.2	**PAYMENTS**	
	Number of Cheques Issued	N/A
	Value of Cheques Issued	N/A
	Number of EFT Batches	5
	Number of EFT Transactions	+/- 2 500
	Value of EFT Payments	+/- R 20 mil p/m
	Value of Investments Purchased (Annual)	R 60 mil
3.3	**PAYROLL DETAILS**	
	Number of Employees	436
	Number of EFT Batch Runs	2
	Number of EFT Transactions	436
	Value of EFT Payments	+/- R 13 mil
3.4	**NO. OF FOREIGN PAYMENTS**	0
3.5	**NO. OF USERS ACCESSING THE BANKING SYSTEM**	8
3.6	**NO. OF MUNICIPAL ACCOUNTS**	5
3.7	**CASH RECEIPTING OFFICES**	3
3.8	**SPEEDPOINT DEVICES IN USE**	None Currently

4. SCHEDULE OF RECEIPTING SITES AND FREQUENCY OF BANKING

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

No.	**Site**	**Frequency**
1	Main Building (259 Kingsway ST)	
2	Winterton Office	
3	Licencing (Golf road)	

W - Week

NB : The above may be subject to additions / closures of existing Offices / Sites.

5. SCHEDULE OF BANK ACCOUNTS

The Municipality operates the following bank accounts:

No	Name of Bank Account
1	Primary Bank Account (FNB)
2	General Call Account (FNB)
3	Investment (ABSA)
4	Investment (FNB)
5	Investment (Nedbank)

NB: The above is subject to the opening of new accounts or the closure of existing accounts.

6. BANKING PRODUCTS AND SERVICES

The Bidder must provide the following products and services:

6.1 MANAGEMENT OF CASH AND CHEQUES

6.1.1 Cash deposits
6.1.2 Cash withdrawals
6.1.3 Controls to ensure that the physical cash deposited at the Bank's Cash Centre is reconciled to the amount recorded on the deposit slip
6.1.4 On-line photographic images of cashed cheques issued by the Municipality.
6.1.5 Supply of pre-printed deposit books reflecting the Municipality's details
6.1.6 Providing copies of deposit slips / depositor details / statements.
6.1.7 Verification of the authenticity of cheques issued by the Municipality.
6.1.8 Special clearance of cheques
6.1.9 Direct on-line function to enquire the status of cheques issued by the Municipality

6.1.10 Timeous intervention and rectification of cheques that have been tampered with or fraudulently negotiated

6.1.11 Enhanced Deposit Identifier on deposits made over the counter at the bank:
- validation of the 4 - 12-digit municipal account reference number
- validated 4 - 12-digit reference must be reflected on Municipality's bank statement.

NB: The Bidder's teller must capture the 4 - 12-digit account number from the pre-printed deposit slip forming part of the Municipal Account for all deposits taken in over the counter at any of the Bidder's branches. The account number must be reflected on the bank statement.

6.1.12 Imaging of deposit slips and unpaid cheques are e-mailed daily or cut to CD at intervals to be agreed upon.

6.2 OTHER SERVICES

6.2.1 Audit Confirmation Letters / Certificate of Balance
6.2.2 Returned / disputed debit order.
6.2.3 A dedicated support team to maintain and service all banking queries

6.3 OVERDRAFT FACILITY / INTEREST RATES

6.3.1 Daily aggregation of all debit and credit balances on all accounts and interest to be calculated on the net balance. Calculation of interest rate on debit and credit balances to be determined in relation to prime overdraft rate. If not prime, indicate benchmark used.
6.3.2 Overdraft facility to be negotiated as and when required. Calculation of interest rate on debit balances to be determined in relation to prime overdraft rate. If not prime, indicate benchmark used.
6.3.3 Overnight call facility. Calculation of overnight call facility interest rate to be determined in relation to prime overdraft rate. If not prime, indicate benchmark used.
6.3.4 Provide a common interest rate for Current account and Call accounts.
6.3.5 Interest to be paid out at the end of each month.

6.4 REPORTING, AUDIT TRAILS AND QUERIES

6.4.1 Comprehensive daily and monthly cash management reports and statements.
6.4.2 Hard copies of historic information in respect of all bank related queries and indicate the available period (minimum 12 months).
6.4.3 A downloaded statement of electronic payments received through internet, saswitch, telephone banking, etc, into file format for electronic receipting into the Municipality’s receipting system.
6.4.4 Deposit error corrections must be reported to the Municipality within 48 hours of the deposit inclusive of all supporting documentation.

6.5 ELECTRONIC BANKING SERVICES

6.5.1 Direct on-line balance enquiry.
6.5.2 Direct on-line cash management facility
6.5.3 Direct on-line statement enquiry.
6.5.4 Direct on-line stop payment facility.
6.5.5 Direct on-line reversal of stop payment.
6.5.6 On-line, real-time browsing facilities.
6.5.7 Electronic historic information in respect of all bank statements and indicate the available period (minimum 12 months).
6.5.8 Facility to download information on the bank statement into the Municipality’s Pastel system to facilitate bank reconciliations.
6.5.9 An audit trail of all electronic deposits and other deposits.

6.5.10 Direct on-line facility to enable transfer of funds electronically between the Municipality's suite of bank accounts. Allow for the debit and credit reference fields to be captured by the User.

6.5.11 An electronic direct debit facility to collect payments from the Municipality's consumers (bidder's bank and agent banks).

6.5.12 An electronic enquiry facility to access direct debit rejections with a reason / code explaining the rejection.

6.5.13 Any electronic Deposit identification facility where deposits received electronically are rejected if incorrect reference is submitted.

6.6 ELECTRONIC FUNDS TRANSFER (EFT)

6.6.1 EFT via the bank to effect Investments with financial institutions.

6.6.2 EFT facility to effect salary payments.

6.6.3 EFT recall to stop payment of salaries.

6.6.4 EFT audit trail of all unpaid salaries.

6.6.5 EFT service which facilitates the creation of bulk payments or collections that are captured off-line in the Municipality's systems (i.e.VIP and PASTEL) and transferred into the banking system for release.

6.6.6 Ability to create payments on-line (i.e. creditor details are resident on the banks system).

6.6.7 A single debit entry on the bank statement for multiple-creditor payments and a single credit entry on the bank statement for multiple-debtor receipts (refer 6.5.11).

6.6.8 Ability for payments to be released for a future date (up to 60 days in advance).

6.6.9 Interim audit reports before action date.

6.6.10 Final audit reports after payment is released.

6.6.11 Verification and validation of suppliers / creditors and employees branch and account numbers.

- Bidder's bank
- Agent bank

6.6.12 Segregation of Duties that allow for the following :-

- Capture of Information/ Create Payments
- Locking / verification of transaction / payment batch.
- Release of transaction / payment batch

6.6.13 Allow for multiple operators / users

- Each operator must have own user identification and password

6.6.14 The following options on EFT (include cut-off times):-

- Two and five day dated service
- One day dated service
- Same day service

6.6.15 The Bidder's software must be loaded into the Municipality's desktop PC's with minimal changes to hardware.

6.6.16 The electronic funds transfer service must operate in a secure environment and information transmitted must be encrypted.

6.6.17 'Host-to-Host' facility which is an automated delivery system creating a link for two-way data transfer.

6.6.18 A dedicated support team to maintain and service the EFT requirements of the Municipality.
6.6.19 Back up computer facilities :
- Should the Municipality's systems fail, or
- Failure of the Bidder's computer systems.

6.6.20 SMS and E-mail notification

6.7 ELECTRONIC FOREIGN PAYMENTS

6.7.1 Facility to process foreign payments electronically.

6.8 GENERAL

6.8.1 Issuing of guarantees.
6.8.2 Letters of credit / forward cover.
6.8.3 Customer credit referencing.
6.8.4 Economic advice / forecasting.
6.8.5 Custodial services.
6.8.6 Installation of ATM machines at various sites as required by the Municipality.
6.8.7 On Site Deposit Facility (Smart Box).

7. ADDITIONAL INFORMATION ON BANKING PRODUCTS AND SERVICES

The Bidder must provide the following additional information / services :

7.1 Cash Centre

Briefly detail:

7.1.1 the cash handling procedures
7.1.2 handling of discrepancies and queries

7.2 Interest calculations and retro-entries

7.2.1 The procedure to handle retro entries in terms of interest calculations.
7.2.2 The timeframes for transactions to be effected. e.g. intra-day, over night or the next day. The Bidder should also provide information as to the type of transactions permitted as previous day value and which are not.
7.2.3 The management and recording of retro-entries. Cut-off times at the bank for electronic funds transfer (EFT).

7.3. Electronic banking services and technical equipment

7.3.1 A technical specification to enable the Municipality to interface with the computer systems of the Bidder. The Bidder’s timeframe and support systems in ensuring the implementation of the project must be stipulated.
7.3.2 The Communication Software that will be made available to link into the Bank’s system.
7.3.3 Information on the connection protocol or service provider that the Bidder subscribes to.
7.3.4 Security assurance and confidentiality in connectivity between the Municipality and the Bidder.
7.3.5. A Service Level agreement to ensure that the Bidder will comply with the services / standards agreed which must be finalized within thirty (30) days of the awarding of the Tender.

7.4. Service Delivery

7.4.1. Daily scrutiny of bank statements for erroneous debit entries, wrongly encoded cheques, incorrectly captured cheque numbers and the timeous rectification thereof.
7.4.2. The expenditure bank statement must be returned with all paid cheques sorted in sequential order.

7.5 Debit / Credit Card Facility

7.5.1 A complete solution to enable Customers to pay Municipal Accounts utilising debit / credit cards Municipal Cashiering Sites.
7.5.2 The solution must include hardware/ software requirements and full costing in relation to setting up a single Cashier terminal.

8. SPECIFIC REQUIREMENTS AND INFORMATION

8.1 Service Contract

The Bidder must enclose its standard client service contract, which will be customised to the Municipality’s requirements should the Bidder be awarded the contract.

The contract period will be five (5) years from date of implementation

8.2 Safety/ security procedures and insurance

8.2.1 Furnish information of all insurance cover to safeguard the interests of the Municipality in the event of negligence on the part of the Bidder.

8.2.2 The ability to investigate and recover losses arising from all fraudulent activities.

8.2.3 Provide ongoing advice on fraud prevention and methods of detecting fraud ie e-Commerce, cheques, cash, etc.

8.2.4 Advice and facility to detect money laundering activities.

8.2.5 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.

8.3 Implementation of Project

The Bidder 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 Bidder should detail its experience in implementing similar accounts of provincial / local governments and parastatals.
Additional costs associated with the implementation (including hardware and software costs) should be clearly indicated or identified, which the Bidder is of the view is for the account of the Municipality.

8.4 Training

The Bidder must indicate:-
8.4.1 Training that will be furnished on site to use its electronic banking systems and any upgrades in the future.
8.4.2 Training which will be provided for any unfamiliar service or facility offered by the Bidder.
8.4.3 The ability and willingness to assist with the training of any future system developments.
8.4.4 Costs associated with the aforementioned, which the Bidder is of the view is for the account of the Municipality.

ADDITIONAL INFORMATION TO BE SUPPLIED BY BIDDER

The Bidder must provide the following information:-

1.The latest set of audited annual financial statements.

2.The Bidder must submit an original valid tax clearance certificate with the bid document. Should the Municipality not be in possession of this certificate, the Bidder's offer will be considered non-responsive.

3.Most recently published Domestic and International Credit Ratings.

4.Branches and service points in the Okhahlamba Municipal Area.

5.Branch Network in South Africa (Location and Number).

6.ATM network in the Okhahlamba Municipal Area (Location and Number).

7.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
- Afterhours access to Branch
- Dedicated operational / technical support including a solution around how you would deal with queries / issues raised.
- IT (financial) systems, back-up facilities including disaster management

8.Details of Management structure, names and position.

9.Administrative and Information Technology systems and support services.

10.Membership of a Clearing House (institution must be a clearing bank).

11.All information systems with the Bidder should be Web-based. In this regard the Bidder must demonstrate its e-Commerce, e-Government and m-Commerce initiatives.

12.All banking requirements for resolutions and approvals eg. Signatories.

13. The Bidders current involvement in providing a banking service to national, provincial, local governments and parastatals (furnish a list of customers / clients).

14. The necessary Board resolution authorizing the representative to sign and submit the bid on the Bidder's behalf.

15. Proof that the Bidder can handle the transaction volumes as indicated in the Municipality's specification by reference to the Bidder's existing client base and volumes, systems and infrastructure.

16. The Bidder must provide a draft Service Level Agreement and Service Contract.

OKHAHLAMBA LOCAL MUNICIPALITY

FINANCE DEPARTMENT

CONTRACT NO: 8/1/1/4/10- FIN 02/2025

APPOINTMENT OF A SERVICE PROVIDER TO RENDER BANKING SERVICES TO OKHAHLAMBA LOCAL MUNICIPALITY FOR THE PERIOD OF 5 YEARS

FORMS TO BE COMPLETED BY BIDDER

OKHAHLAMBA LOCAL MUNICIPALITY
FINANCE DEPARTMENT
CONTRACT NO: 8/1/1/4/10- FIN 02/2025

APPOINTMENT OF A SERVICE PROVIDER TO RENDER BANKING SERVICES TO OKHAHLAMBA LOCAL MUNICIPALITY FOR THE PERIOD OF 5 YEARS

FORM OF BID

FORM OF ACCEPTANCE

DEPARTMENT: ____

FORM OF BID: ____

To: **Municipal Manager**
P O Box 71
Bergville
3350

1. I/we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to the Okhahlamba Local Municipality on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the Okhahlamba Local Municipality during the validity period of 90 days indicated and calculated from the closing time of bid;

2.1. this bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;

2.2. if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;

2.3. If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

2.4. I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;

2.5. this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us;

2.6. the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose Dom cilium citadel et executant in the Republic at (full address of this place):

---

3. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

5.1 Are you duly authorized to sign the bid? *

5.2 Has the Declaration of Interest been duly completed and included with the other bid forms? *

*Delete whichever is not applicable

SIGNATURE: ____

DATE: ____

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER: ____

POSTAL ADDRESS: ____

____

TELEPHONE NUMBERS: ____

FACSIMILE NUMBERS: ____

BID NUMBER: ____

NAME OF CONTACT PERSON: ____

<u>Refer to the under-mentioned important Conditions:</u>

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaire and specifications in all respects, may invalidate the bid.

2. Bids should be submitted on the official forms and should not be qualified by the bidders own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidders own conditions of bid, when called upon to do so, may invalidate the bid.

3. If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

MBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

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

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Bidders are requested to quote firm prices effective ……….. Separate prices must be quoted for each of the services set out on the Pricing Table of the bid document. 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 Bidders must advise the basis on which they would escalate prices in the future.

All prices quoted shall be VAT exclusive.

NB :

1. The Bidder must ensure that the Yes / No section is fully completed.

2. The Bidder may include any additional costs that have not been included in the pricing table.

PRICING TABLE

The Bidder must ensure that this section is fully completed. Tick either "YES" or "NO". If the answer is "YES" then indicate the associated costs if applicable:-

NO.	**PRODUCTS / SERVICES REQUIRED**	**REF. NO.**	**YES**	**NO**	**UNIT COST (VAT EXCL.)**	**VAT**
	MANAGEMENT OF CASH AND CHEQUES					
1	Cash deposit fee - bulk cash centre Cash handling fee – branch	6.1.1				
2	Cash withdrawal fee	6.1.2				
3	Cash deposit errors	6.1.3				
4	Supply of deposit books	6.1.4				
5	Outward Unpaid Inward Unpaid	6.1.5				

6	Providing copies of deposit slips/ statements	6.1.6				
7	Enhanced Deposit Identifier on deposits made over the counter at the bank	6.1.7				
	OTHER SERVICES					
8	Audit confirmation letters/ certificates	6.2.1				
9	Returned/ disputed debit order	6.2.2				
10	Dedicated support team	6.2.3				
	OVERDRAFT FACILITY & INTEREST RATES					
11	Debit Interest Rate Credit Interest Rate - relationship to prime overdraft rate	6.3.1				
12	Overnight Call facility	6.3.2				
13	Interest paid out at month-end	6.3.3				
NO.	**PRODUCTS / SERVICES REQUIRED**	**REF. NO.**	**YES**	**NO**	**UNIT COST (VAT EXCL.)**	**VAT**
	REPORTING, AUDIT TRAILS AND QUERIES					
14	Daily and monthly cash management reports and Statements	6.4.1				
15	Hard copies of historic information requested	6.4.2				
16	Downloading of electronic payments into file Format	6.4.3				
17	Deposit error corrections reported within 48 hours	6.4.4				
18	Audit trail maintained of cheques deposited at the Bidder’s bulk cash centre	6.4.5				
19	Delivery of provisional statements	6.4.6				
	ELECTRONIC BANKING SERVICES					
20	Direct on-line balance enquiry	6.5.1				
21	Direct on-line cash management facility	6.5.2				
22	Direct on-line statement enquiry	6.5.3				
23	Direct on-line reversal of stop payment	6.5.4				
24	Direct on-line, real-time browsing facility	6.5.5				
25	Historic bank statements supplied electronically	6.5.6				
26	Facility to download bank statements into SAMRAS	6.5.7				
27	Audit trail of electronic transfers in/ deposits	6.5.8				
28	Direct on-line facility to capture bank transfers	6.5.9				
29	Electronic direct debit facility	6.5.10				
30	On line direct debit rejections	6.5.11				
31	Deposit identification facility	6.5.12				
	ELECTRONIC FUNDS TRANSFER (EFT)					
32	EFT payments to effect investments with fi-nancial institutions · transfer to Bidder’s bank · transfer to Agent bank	6.6.1				
33	EFT facility to effect salary payments · transfer to Bidder’s bank · transfer to Agent bank · recall of transfer · late recalls	6.6.2				

	· return of unpaid items · copies of payment reports · transaction tracing					
34	EFT recall to stop payment of salary payments	6.6.3				
35	EFT audit trail of all unpaid salaries	6.6.4				
36	EFT service to facilitate the creation of bulk payments or collections for importing and release	6.6.5				
37	Create payments on-line	6.6.6				
38	Single debit or single credit entry on bank Statement	6.6.7				
NO.	**PRODUCTS / SERVICES REQUIRED**	**REF. NO.**	**YES**	**NO**	**UNIT COST (VAT EXCL.)**	**VAT**
39	Release EFT payments for a future date	6.6.8				
40	Interim audit reports before action date	6.6.9				
41	Final audit report after payment is released	6.6.10				
42	Verification and validation of suppliers/ credi-tors branch and account numbers · Tenderer's bank · Agent bank	6.6.11				
43	Segregation of duties for EFT payments	6.6.12				
44	Allow for multiple operators and password reset	6.6.13				
45	EFT Payments · Two and five day service · One day service · Same day service	6.6.14				
46	Compatibility of software	6.6.15				
47	Secure environment with encryption	6.6.16				
48	'Host-to-Host' facility · all windows operating system	6.6.17				
49	A dedicated support team to maintain and ser-vice EFT requirements of the Municipality	6.6.18				
50	Back up computer facilities	6.6.19				
51	SMS and E-mail notification	6.6.20				
	ELECTRONIC FOREIGN PAYMENTS					
52	Facility to process foreign payments electronically	6.7.1				
53	The facility must be accessible on the SINGLE Platform	6.7.2				
	GENERAL					
54	Issuing of guarantees	6.8.1				
55	Letters of credit/ forward cover/ foreign currency	6.8.2				
56	Customer credit referencing	6.8.3				
57	Economic advice/ forecasting	6.8.4				
58	Custodial services	6.8.5				
59	On Site Deposit Facility(Smart Box)	6.8.6				

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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.

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

3.1 Full Name of bidder or his or her representative:……………………………………………..

3.2 Identity Number: ……………………………………………………………………………….

3.3 Position occupied in the Company (director, trustee, hareholder[2]):………………………..

3.4 Company Registration Number: ……………………………………………………………….

3.5 Tax Reference Number:…………………………………………………………………………

3.6 VAT Registration Number: ……………………………………………………………………

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

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

3.8.1 If yes, furnish particulars. ….…………………………………………………………

……………………………………………………………………………………………..

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? ………**YES / NO**

3.9.1 If yes, furnish particulars.………………………..……………………………………..

……………………………………………………………………………………………

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ………………………………… **YES / NO**

3.10.1 If yes, furnish particulars.

………………………………………………………………………………
………………………………………………………………………………

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

………………………………………………………………………………
…………………………………...

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

3.12.1 If yes, furnish particulars.

………………………………………………………………………………
………………………………………………………………………………

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

………………………………………………………………………………
………………………………………………………………………………

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

……………………………………………………………………………..
……………………………………………………………………………..

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

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

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

……………………………………..	……………………………………..
Signature	**Date**
……………………………………	………………………………………
Capacity	**Name of Bidder**

OKHAHLAMBA LOCAL MUNICIPALITY

FINANCE DEPARTMENT

CONTRACT NO: 8/1/1/4/10- FIN 02/2025

APPOINTMENT OF A SERVICE PROVIDER TO RENDER BANKING SERVICES TO OKHAHLAMBA LOCAL MUNICIPALITY FOR THE PERIOD OF 5 YEARS

PROCUREMENT DOCUMENTS

MBD 6.1

PREFERENCE POINTS CLAIM FORM 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. GENERAL CONDITIONS

1 1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable or

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) Specific contract participation goals, as specified in the attached forms.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state 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 to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"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;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state 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 organ of state and a third party that produces revenue for the organ of state, 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; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. 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 goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 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 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED ARE INDICATED PER THE TABLE BELOW.

The specific goals allocated points in terms of this t7ender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race: *100% Black owned enterprise – 10 points *51% Black & 49% Other – 6 points *50% Black & 50% other – 4 points * Other – 2 Points	10	
Gender : *Women – 2 points	02	
Youth (18 – 35years) – 2 points	02	
Disabled - 1 points (medical document proof provided)	01	
Geographical Location (Enterprises located in:- *Bergville - 5 *Uthukela District– 3 Provincial-2 *National – 1	05	

Total Specific Goals = ___________________

NB: Proof must be attached for claimed points.

- **CK Document**
- **Certified ID Copy**
- **Proof of Residents**
- **Medical Certificate (if applicable)**

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm……………………………………………………………………….

4.4 Company registration number: …………………………………………………………...

4.5 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company

- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in 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;

iv) 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.

…………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………

DATE: ………………………………………………

ADDRESS: ………………………………………………

………………………………………………

………………………………………………

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……………………………………. in accordance with the requirements and task directives /proposals specifications stipulated in Bid Number………..……….. at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   Bidding documents;
   Invitation to bid;
   Tax clearance certificate;
   Pricing schedule(s);
   Filled in task directive/proposal;
   Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   Declaration of interest;
   Declaration of Bidder's past SCM practices;
   Certificate of Independent Bid Determination;
   Special Conditions of Contract;
   General Conditions of Contract; and
   Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

2. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

3. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT):	…………………………….
CAPACITY:	…………………………….
SIGNATURE:	…………………………….
NAME OF FIRM:	…………………………….
DATE:	…………………………….

WITNESSES

1.……….…………………………….

2.……….…………………………….

DATE:…………………………….

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I……………………………………………. in my capacity as…………………...………………………… accept your bid under reference number ………………dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ……………………………………… ON ………………………………..

NAME (PRINT) ………………………………………….

SIGNATURE …………………………………………

OFFICIAL STAMP

WITNESSES

…..……………………………….

…..……………………………….

DATE:……………………………..

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(i) This Municipal Bidding Document must form part of all bids invited.

(ii) 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.

(iii) The bid of any bidder may be rejected if that bidder, or any of its directors have:

abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

been convicted for fraud or corruption during the past five years;

willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

been listed in the Register for BID Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database 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) and can be accessed by clicking on its link at the bottom of the home page.**	Yes	No
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for BID Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for BID Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.** *(v)*	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

……………………………………...
Signature

……………………………..
Date

………………………………………
Position

……………………………..
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

1. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

2. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   (a). take all reasonable steps to prevent such abuse;

   (b). reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

   (c). cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

3. 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.

4. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

(Bid Number and Description)

In response to the invitation for the bid made by:

____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: ____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) Has been requested to submit a bid in response to this bid invitation;

   (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) Prices;

(b) Geographical area where product or service will be rendered (market allocation)

(c) Methods, factors or formulas used to calculate prices;

(d) The intention or decision to submit or not to submit, a bid;

(e) The submission of a bid which does not meet the specifications and conditions of the bid; or

(f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

………………………………………………… …………………………………

Signature Date

………………………………………………… …………………………………

Position Name of Bidder

PARTICULARS OF BIDDER

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

Name of Bidder:____

Postal Address____

____

Street Address____

____

Telephone Number

Code _______________Number_______________________

Cell phone Number _______________________________________

Facsimile Number Code _______________Number_______________________

E-mail Address____

Contact Person____

Company / Enterprise Income Tax
Reference Number:____

Has an original Tax Clearance Certificate been attached? (MBD2) (Tick one box)

YES	NO

Vat Registration Number____

Company Registration No_______________________________________

____

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES	NO

If YES, give details and quote relevant Reference numbers and dates

____

____

Are you the accredited Representative in South Africa for the
Goods / services offered by you?

YES / NO (If YES enclose proof)

A VALID TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: ____

Date: ____

Duly authorised to sign on behalf of: ____

Address: ____

____

Telephone Number: ____

Banking Details:

Name of Bank: ____

Account Number: ____

Branch Code: ____

ENQUIRY CONTACT DETAILS

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY:	OKHAHLAMBA LOCAL MUNICIPALITY
DEPARTMENT:	FINANCE DEPARTMENT
CONTACT PERSON:	MS T MAPHALALA
TEL:	036 448 8000 (Ext 8056)
FAX:	036 448 1986

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON:	**MR N NENE**
DEPARTMENT	**FINANCE**
TEL:	**036 448 8059/ 082 512 0203**
FAX:	036 448 1986

OKHAHLAMBA LOCAL MUNICIPALITY

FINANCE DEPARTMENT

CONTRACT NO: 8/1/1/4/10- FIN 02/2025

APPOINTMENT OF A SERVICE PROVIDER TO RENDER BANKING SERVICES TO OKHAHLAMBA LOCAL MUNICIPALITY FOR THE PERIOD OF 5 YEARS

CHECK LIST

CHECK LIST

No	Description	Ticked by Bidder	Ticked by Municipal Representative
1	Initial/ Sign of all pages		
2	Briefing Session Attended		
3	Closing/ Bid Submission at 25 June 2025@12:00PM		
4	Form of bid completed		
5	Valid Tax Clearance Certificate with status verification pin attached MBD 2		
6	Copy of CK Certificate		
7	Original valid B-BBEE Status Level Verification Certificates or certified copies		
8	Pricing Schedule completed – MBD 3.1		
9	Bid Declaration of interest Completed – MBD 4		
10	Preferential Points Claimed – MBD 6.1		
11	Preferential % Calculated and claimed		
12	Contract Form - Rendering Of Services – MBD 7.2		
13	Declaration Of Bidder's Past Supply Chain Management Practices – MBD 8		
14	Certificate Of Independent Bid Determination MBD 9		
15	All witnesses signed where it's required		
16	Particulars of Bidders Completed		
17	Functionality Score Card		
18	Specific Goals Completed		