Ugu District Municipality

PROVISION OF BANKING SERVICES FOR A PERIOD OF SIXTY (60) MONTHS

CONTRACT NO: UGU-06-1614-2022

NAME OF BIDDER: ....

CONTACT PERSON: ....

TELEPHONE Nº : ....

FAX Nº /EMAIL ADD.: ....

ADDRESS : ....

....

BID SUM : ....

....

TENDER CLOSES: 12H00 ON FRIDAY, 12 AUGUST 2022

Note: This bid document must NOT be separated;

Annexures are to be attached to the back of the document.

Table of Contents

Ugu District Municipality

Bid Notice

PROVISION OF BANKING SERVICES FOR A PERIOD OF SIXTY (60) MONTHS
Contract no: Ugu-06-1614-2022

Bid Proposals are hereby invited from relevant service providers registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) for the Provision of Banking Services for a period of sixty (60) months.

Bid documents are obtainable from the Ugu District Municipality office in Port Shepstone at No. 28 Connor Street as from **Tuesday, 12 July 2022**, at a non-refundable payment of R250.00 (No cheques will be accepted). The bid will also be advertised on National Treasury's E Tender portal and Ugu District Municipality website and documents can be downloaded from the websites, free of charge.

Bids completed in accordance with the conditions indicated in documents, must be sealed and endorsed with the relevant contract number and be deposited in the official tender box at the foyer of Ugu District Municipality on 96 Marine Drive, Phase 2 Building, Oslo Beach not later than **12h00 on Friday, 09 September 2022 (60 Days)**, at which time bids will be opened in public. Bids that are submitted late, incomplete, unsigned or by facsimile, electronically, couriered or not completed in black ink will be rejected and not accepted for further evaluation. Bids submitted must be valid for a period of **90 days**

There will be no briefing session.

All bid enquiries are to be directed to Ms L Cele **on Tel (039) 688 5773 or emailed to** Lungile.Zulu@ugu.gov.za

Ugu District Municipality subscribes to the Preferential Procurement Regulations 2017, pertaining to the Preferential Procurement Policy Framework Act (PPPFA) principles whereby a bidder's submission will be evaluated according to the sum of the award of points in respect of the tender value and the B-BBEE status of the contributor.

Functionality, Price and Preference will be used for evaluation. The 80/20 preferential point system will be applicable, with 80 points for price and 20 points for B-BBEE Status Level, in terms of revised Preferential Procurement Regulation in effect from 01 April 2017, Gazette Notice No. 40553 dated 20 January 2017.

Minimum points of 70% must be obtained for eligibility. Bids scoring less than 70% will not be evaluated further. The following, will form criteria utilised for functionality assessment:

- BANKING FUNCTIONALITY
- RELATIONSHIP/ACCOUNT EXECUTIVE TEAM
- DEVELOPMENTS AND PROGRESSIVENESS

Points to be allocated as follows:

B-BBEE Status Level of Contributor	Number of Points Awarded
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to tender.

Kindly Note:

Regulation 44 of Municipal Supply Chain Management Regulations states that the Municipality may not make any award to a person who is in the service of the state.

Regulation 30 of the Municipal Supply Chain Management Regulation will apply.

The Notice is also given in accordance to Section 33 of the Municipal Financial Management Act 53 of 2003 and Section 21 of Local Government Municipal System Act No32 of 2000.

DR EMS NTOMBELA
ACTING MUNICIPAL MANAGER
UGU DISTRICT MUNICIPALITY

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF UGU DISTRICT MUNICIPALITY					
BID NUMBER:	UGU-06-1614-2022	CLOSING DATE:	12 AUGUST 2022	CLOSING TIME:	12H00
DESCRIPTION	**PROVISION OF BANKING SERVICES FOR A PERIOD OF SIXTY (60) MONTHS**				
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*

UGU DISTRICT MUNICIPALITY
93 MARINE DRIVE
PHASE 2 BUILDING
OSLO BEACH

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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS ISERVICES IWORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS ISERVICES IWORKS 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	SCM Unit	CONTACT PERSON	Ms L Cele
CONTACT PERSON	Ms N Mkhize	TELEPHONE NUMBER	039-688 5773
TELEPHONE NUMBER	039-688 5743	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Lungile.Zulu@ugu.gov.za
E-MAIL ADDRESS	Ntokozo.Mkhize@ugu.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED)
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 AND ARE REQUIRED TO SUBMIT VALID TAX CLEARANCE CERTIFICATE.
2.2	IN BIDS WHERE CONSORTIA I JOINT VENTURES I SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

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: …………………………………………...

Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.

- **Company registration documents.**
- **Tax Reference Number and Pin**
- **All Declarations Forms**
- **ID Document (for sole proprietors)**
- **Joint Venture Agreement (where applicable)**
- **Proof of payment for Municipal Services**
- **Central Supplier Database Registration**
- **Form of Offer**
- **Proof of Registration in Terms of the Banks Act (Act No. 94 of 1990)**
- **Proposal**

MBD 4

DECLARATION OF INTEREST

(In case of Joint Ventures, separate form must be completed by each partner of the Joint Venture)

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 positioning 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/shareholder"): - - - - - - - - - -

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 or any Directors/trustees/shareholders/ members 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**

3.10.1If 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**

3.11.1If yes, furnish particulars

- -
- - - - - - - - - - - - - - - ....

1. 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**

3.13.1If 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	Are you employed by National/ Provincial/ Local Government? YES/NO	If YES, please give details

5. I duly confirm that the above information is correct until otherwise advised in writing and the company undertakes to immediately, in writing on same day of appointment, advise the Ugu District Municipality immediately if any of its directors/trustees/ members/shareholders assumes appointment as an employee in national, provincial and/or local government and the company will deregister from the Ugu District Municipality Supplier Database and cease forthwith from doing business with the Ugu District Municipality and the company shall be subject to a penalty of forfeiting all payments for services rendered or products delivered or installed if it fails to immediately disclose in writing the employment of any of its directors/trustees/ members/shareholders in national, provincial and/or local government.

_______________ _______________
Signature **Date**

_______________ _______________
Capacity **Name of Bidder**

MBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B· BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

a) 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

b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for: (a)

Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B·BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B·BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) **"B·BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B·BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section

9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad·Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts; (h)

"proof of B·BBEE status level of contributor" means:

B-BBEE Status level certificate issued by an authorized body or person; A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps	=	Points scored for price of bid under consideration
Pt	=	Price of bid under consideration
Pmin	=	Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contribution = ... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

6.2 **SUB-CONTRACTING**

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

(***Tick applicable box***)

YES		NO	

6.3.1 If yes, indicate:

i) What percentage of the contract will be subcontracted............ ....%

ii) The name of the sub-contractor ....

iii) The B-BBEE status level of the sub-contractor.................................... .....

iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

vi)

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

7. **DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1 Name of company/firm: ………………………………………………………………………….

7.2 VAT registration number: ……………………………………….…………………………

7.3 Company registration number: ……….……………………………………………………….

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

………
………
………
……..

7.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

7.7 MUNICIPAL INFORMATION

Municipality where business is situated: ……………………………………………….

Registered Account Number: ………………………….

Stand Number: ……………………………………………….

7.8 Total number of years the company/firm has been in business: ……………………………

7.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES	
1. ………………………………	……………………………… SIGNATURE(S) OF BIDDERS(S)
2. ………………………………	DATE: ………………………………
	ADDRESS ………………………………
	………………………………

MBD 7.2

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 I proposals specifications stipulated in Bid Number.......... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directiveIproposal;
   - 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; (ii)

   General Conditions of Contract; and (iii) Other (specify)

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

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

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

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

NAME (PRINT) : ....

CAPACITY: ....

SIGNATURE : ....

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)

1. I ____________________ in my capacity I in my capacity as

……………………………………accept your bid under reference

number……………………………………………………………………………….

dated __________________ for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (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)

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

SIGNED AT __________________ ON ______________

NAME (PRINT) ____________________

SIGNATURE ____________________

OFFICIAL STAMP

WITNESSES

1 ____________

2 ...___________

MBD 8

DECLARATION OF BI DDER' S P AS T SUPPLY CH AI N M AN AG EM EN T PR AC TI CES

1. This Municipal Bidding Document must form part of all bids invited.

ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer1Authority of the institution that imposed the restriction after the audit 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 Corruption 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.**	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:		
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 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 ☐

4.5.1 If so, furnish particulars:

1. 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 to combat the abuse of the supply chain management system.

2. The bid of any bidder may be rejected if the bidder, or any of its directors have:

a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system:
b) Been convicted for fraud or corruption during the past five years:
c) Willfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).

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

CERTIFICATION

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

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

--------------------	---------------------------------
Signature	**Date**
--------------------	---------------------------------
Position	**Name of Bidder**

MBD 9

Certificate of Independent Bid Determination

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

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

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

a. take all reasonable steps to prevent such abuse;

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

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

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid- rigging.

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

1 Includes price 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 1 or services for purchasers who wish to acquire goods and 1 or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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.

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 I 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 andIor is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium" will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   - a) prices;
   - b) geographical area where product or service will be rendered (market allocation)
   - c) methods, factors or formulas used to calculate prices;

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

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

f) bidding with the intention not to win the bid.

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

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

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

- - - - - - - - - - - - - - - - - - - -	- - - - - - - - - -
Signature	Date
- -	- - - - - - - - - - -
Position	Name of Bidder

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56

OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

FAILURE TO SUBMIT ANY PROOF AS REQUIRED, WILL INVALIDATE THE TENDER

I, _______________________________________, _________________ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Ugu District Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of ____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct.

The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified.

Director / Shareholder / partner...

Physical /residential address of the Director /shareholder / partner...

Municipal Account number(s)...

Director / Shareholder / partner...

Physical /residential address of the Director /shareholder / partner...

Municipal Account number(s)...

Physical address of the Business...

Municipal Account number(s).............................. ....

....

Signature Position Date

NB: Tenderers who reside/whose businesses are situated in the rural area and are not liable for any Municipal Payment for Services MUST submit an Affidavit (SAPS) in confirmation of their declaration.

NB: Tenderers who are tenants and are not liable for any Municipal Payment for Services MUST submit a valid Lease Agreement

NB: Tenderers who reside/operating their businesses in a property situated in an urban/ township area that they do not own or rent MUST submit the Municipal Account for the owner and an Affidavit from the owner confirming same.

COMMISSIONER OF OATHS
Signed and sworn to before me at.., on this ....day of ....2022 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

COMMISSIONER OF OATHS STAMP

Name & Surname...

Signature...

Position: ....

Address:..

ATTACH COPY OF THE LATEST MUNICIPAL ACCOUNT OR AFFIDAVIT OR LEASE AGREEMENT

[Failure of a Bidder to submit this will invalidate the bid]

FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

PROVISION OF BANKING SERVICES FOR A PERIOD OF SIXTY (60) MONTHS

Contract Number: UGU-06-1614-2022

The Bidder, identified in the Offer Signature block below, has examined the documents listed in the Specifications and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Bid.

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

The offered total of the prices inclusive of Value Added Tax is: rates as per pricing schedule) in figures)………(in words)

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

Signature: *(of person authorized to sign the bidder)*:…………………………………………………………

Name: (*of signatory in capitals)*:……………………………………………………………………………………

Capacity: (*of Signatory*):………………………………………………………………………………………………

Name of Bidder: (*organisation*):…………………………………………………………………………………

Address: ……

Telephone number: ………… ………… …………………… **Fax number:** ……………………………………………

Witness

Signature: …………………………………………………………………………………………

Name: *(in capitals):*…………………………………………………………………………………………….

Date:……………………………………………

[Failure of a Bidder to fully complete and sign this form will invalidate the bid]

B. ACCEPTANCE

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

The terms of the contract are contained in

Part 1 Agreement, and Specifications (Agreement to be finalised after award)

Part 2 Pricing Schedule

and the schedules, forms and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Specifications and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

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

Signature:**...**

Name: ***(in capitals)*...**

Capacity**: ....**

Name of Employer ***(organisation)*** **..**

Address**: ....**

Witness:

Signature: ....

Name: ....

Date: ....

SPECIFICATIONS FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF SIXTY (60) MONTHS

1. TENDERER'S RESPONSE

This Section sets out the banking services which the Municipality requires to be supplied, or made available, by the financial institution/ 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 it 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 the municipality's financial systems and/or to operate at the required level of efficiency, and

(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 timeframes for IT support (on-site and off-site)

2. EXECUTIVE SUMMARY OF THE MUNICIPALITY

NB: IT SHOULD BE NOTED THAT THE INVESTMENT ACTIVITIES FALL OUTSIDE THE SCOPE OF THIS TENDER.

2.1 Tender requirement

2.1.1 In terms of the Municipal Financial Management Act 56 of 2003 and the Supply Chain Management Regulations, Regulation 30, the Municipality must procure banking services through a competitive bidding process, in line with section 7 or 85 of the Municipal Finance Management Act 56 of 2003.Therefore, commercial banks registered in terms of the Banks Act, No 94 of 1990, are invited to tender for the provision of banking services to the Ugu District Municipality for a period of 5 years.

2.1.2. Ugu District Municipality intends to appoint a main banker, but reserves the right for Investment Activities, as they fall outside the scope of this tender. The successful bidder must also be prepared to negotiate any new developments / services which may become available during the tenure of the contract.

2.1.3. The banking services that the Municipality presently requires are set out under the Tender Specifications and Requirements below.

D. TENDER SPECIFICATIONS AND REQUIREMENTS (Continued)

3. FINANCIAL INFORMATION

3.1. **Vat Registration Number:** **4890103288**

3.2. **Budget 2021/2022 (Annual)** **(million)**

Operating Expenditure	R1 349.2
Operating Income	R1 203.4
Capital Budget	R 333.7

3.3. **Statistical Information**

The approximate aggregated values and volumes of the Municipality's banking transactions for a 12 month period Of July 2020 to June 2021 are as follows :-

3.3.1. **Deposits**

3.3.1.1	Number of Deposits (Cashiers) Number of Deposits (Direct)	1090 210 000
3.3.1.2	Cash	R 6.1 million
3.3.1.3	Debit/Credit Cards	R12.9 million
3.3.1.4	Direct Deposits	R1 351.4 billion

3.3.1

D. TENDER SPECIFICATIONS AND REQUIREMENTS (Continued)

3.3.3. **EFT Payments to third parties**

3.3.3.1	Number of EFT Payments	2 220
3.3.3.2	Value of EFT Payments	**(million)** R 721.4

3.3.4. **Payroll Details**

3.3.4.1	Number of Employees	819
3.3.4.2	Number of EFT Transactions	9 828
3.3.4.3	Value of EFT Payments	**(million)** R336.3

3.4. **Call accounts at 30 June 2021** **(million)**

3.4.1	Call	R56.5
3.4.2	Notice	Nil
3.4.2	Fixed	Nil

INVESTMENT ACTIVITIES FALL OUTSIDE THE SCOPE OF THIS TENDER.

3.5. **Schedule of Bank Accounts**
The Municipality operates the following bank accounts:

NO.	NAME OF BANK ACCOUNT
1	Primary Account
2	General Account
3	Salary Account
4	Consumer Deposit Account
5	ACB Account
6	MIG Account
7	Call Account
8	MIG Call Account
9	Conditional Grant Account
10	Group Life Account

D. TENDER SPECIFICATIONS AND REQUIREMENTS (Continued)

4. BANKING PRODUCTS AND SERVICES

NOTE: THE BIDDER MUST COMPLETE THE YES/ NO QUESTIONNAIRE IN SECTION E AND THE ASSOCIATED COSTS, IF APPLICABLE.

The Bidder must provide the following services: -

4.1. Handling of cash

	SERVICES REQUIRED
4.1.1.	Cash deposit facility.
4.1.2.	Cash withdrawals.
4.1.3.	Supply of pre-printed numbered deposit books.
4.1.4.	Controls to ensure that the physical cash deposited is reconciled to the amount
4.1.5.	recorded on the deposit slip.
4.1.6.	Cash collection facility to collect cash at the close of business at specified cash sites (Port Shepstone / Park Rynie / Oslo Beach / Harding) and allow the Municipality same day credit for those deposits. Including insurance for the cash collection and transportation.
4.1.7.	Cash Device, Smartbox, Drop safe- enabling end to end online cash management solution, ensuring safeguarding, collection and processing of cash, allowing immediate clearance of cash deposited
4.1.8.	Providing copies of deposit slips/ depositor details and contact number/ statements.
4.1.9	A dedicated support team to maintain and service all banking queries.

D. TENDER SPECIFICATIONS AND REQUIREMENTS (Continued)

4.2. Other Services

	SERVICES REQUIRED
4.2.1.	Audit confirmation letters/ certificates.
4.2.2.	Delivery of statements (daily, weekly and monthly), through email to: Lungile.Zulu@ugu.gov.za and to a generic email that will be provided on appointment.
4.2.3.	Assistance on returned/ disputed debit order, as well as an online reversal feature thereof
4.2.4.	Daily aggregation of all debit and credit balances on all accounts and interest to be calculated on the net balance (see list of bank accounts currently in operation). Calculation of interest rate on credit balances to be determined in relation to prime overdraft rate. If not prime, indicate benchmark used.
4.2.5.	Overnight call facility.
4.2.6.	Calculation of overnight call facility interest rate to be determined in relation to prime overdraft rate. If not prime, indicate benchmark used. Interest to be paid out at the end of each month.
4.2.7.	The Bidder's teller must capture the 8 digit customer account number- (eg.15060192) from the pre-printed deposit slip forming part of the Municipality's Bill 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.
4.2.8.	A download of Bank statements with the 8-digit customer (eg.15060192) account numbers in a file format for electronic receipting purposes.
4.2.9	The Bidder's banking system should be able to align to the Municipality's Financial system algorithm in terms of the 8 digit customer account number.

D. TENDER SPECIFICATIONS AND REQUIREMENTS (Continued)

4.3. Reporting, Audit Trails and Queries

	SERVICES REQUIRED
4.3.1.	Comprehensive daily and monthly cash management reports and statements.
4.3.2.	Hard copies of historic information in respect of all banks related queries and indicate the available period (minimum 12 months).
4.3.3.	A download of electronic payments received through internet, saswitch, telephone banking, etc, into file format for electronic receipting into the Municipality's system.
	Deposit error corrections must be reported to the Municipality within 48 hours of the
4.3.4.	deposit inclusive of all supporting documentation.
	On-line, real-time browsing facilities.
4.3.5.	Comprehensive audit trail for less money send facility to mobile number
4.3.6	Bank Reconciliations are performed electronically. Bank statements will be
4.3.7	downloaded daily from the bank in the file layout format required (CSV) by the core financial system service provider and uploaded into the core financial system bank reconciliation module using the transaction reference number on the statement to determine the type of transaction.
	All bank statement transactions require to be clearly and correctly referenced in an agreed manner to facilitate the core financial system bank reconciliation process.
4.3.8	Bank Statement listing individual Credit/Debit Card payments, with a unique reference aligning to the Municipality's audit trail, for reconciliation purposes
4.3.9	Issuing of Guarantees facility, Fleet Cards, ACB Facility, honouring of transactions including debit orders on temporal overdrawn account.

D. TENDER SPECIFICATIONS AND REQUIREMENTS (Continued)

4.4. Electronic Banking Services

	SERVICES REQUIRED
4.4.1.	Direct on-line balance enquiry.
4.4.2.	Direct on-line statement enquiry.
4.4.3.	Direct on-line stop payment facility.
4.4.4.	Direct on-line reversal of stop payment, including debit orders.
4.4.5.	Electronic historic information in respect of all bank statements and indicate the available period (minimum 12 months).
4.4.6.	Facility to download information on the bank statement into the Municipality's Financial system to facilitate bank reconciliations.
4.4.7.	An audit trail of all electronic fund transfers in/ deposits.
4.4.8.	Direct on-line facility to enable transfer of funds electronically between the Municipality's suite of bank accounts.
4.4.9.	An electronic direct debit facility to collect payments from the Municipality's consumers (Bidder's bank and agent banks).
4.4.10.	An electronic enquiry facility to access direct debit rejections with a reason/ code explaining the rejection.
4.4.11	EFT Payments to nominated accounts where the Bidder's system allows the Municipality to specify the maximum amount as well as the number of payments per day to be made to a nominated account with exception reports when these limits are exceeded.
4.4.12	Card less money send facility to mobile numbers.
4.4.13	Direct on-line reversal facility of card less money send.
4.4.14	Direct online reversal of unknown Debit orders
4.4.15	Direct online Pre- approval of a debit order loaded at inception.
4.4.16	Direct online bank account details verification.
4.4.17	Online Digital certificates, which include: Security, Scalibility, Authenticity, Reliability and Public trust
4.4.18	Ability to interface with payroll and line-of-business applications currently being utilised by the Municipality
4.4.19	Economic advice/ forecasting Custodial services

E. SCHEDULE OF PRICING- SERVICE FEES AND CHARGES

Bidders are requested to quote firm prices effective from 1st July 2022. Separate prices must be quoted for each of the services identified in Section D of the tender. The period for which these prices are effective, and the dates of future annual reviews must be indicated. Any future increase in these prices, if applicable, during the five-year contract period should be linked to Statistics South Africa CPI 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 are fully completed.

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

3]. Ugu District Municipality may in the future operate numerous current accounts, and the prices quoted shall apply consistently to all the bank accounts.

FUNCTIONALITY ASSESSMENT CRITEREA

A minimum score of 70 points out of 100 points must be scored in order to proceed to further evaluation

CRITERIA FOR FUNCTIONALITY	POE
BANKING FUNCTIONALITY Handling of Cash (Section E) Other Services (Section E) Reporting, Audit Trails and other Queries (Section E) Electronic Banking Services (Section E) *Points to be determined based on the number of "YES" ticked on "SECTION E" above. I.e. Number of Yes Ticked /Category Total * Total Nr of Category Points*	**Brochure/(s) or Proposal to be attached**
RELATIONSHIP/ACCOUNT EXECUTIVE TEAM Extent of Public Sector Banking experience of the Relationship/Account Executive management team: 5 years and above experience (20 Points) 3 to 4 years' experience (10 Points) 1 to 2 years' experience (5 Points) Less than 1 year experience (No Points)	**Copies of CV's, Certificate in banking for Relationship/Account Executive Management team must be attached failure which no points will be allocated**
DEVELOPMENTS AND PROGRESSIVENESS Local Economic Development & Social Investments in Ugu District Municipal area: Youth Development Project Education Projects Disaster Relief Projects Financial Wellness Projects Innovative products offered by the Bidder	**Brochure/(s) or Proposal to be attached**

E. SCHEDULE OF PRICING- SERVICE FEES AND CHARGES (Continued)

The Bidder must ensure that this Section is fully completed. The evaluation of functionality will be done in terms of compliance with various listed criteria. Bidders that do not comply with the requirements listed in the table below will automatically be regarded as non-responses. Tick either 'YES' or 'NO'. If the answer is 'YES', then indicate the associated costs if applicable: -

SERVICES REQUIRED	Reference to Section D	YES	NO	UNIT COST (VAT EXCLUSIVE) Yr 1	VAT	Yr 2	Yr 3	Yr 4	Yr 5
4.1 Handling of cash									
Cash deposit fee - bulk cash centre Cash handling fee – branch	4.1.1.								
Cash withdrawal fee	4.1.2.								
Supply of deposit books	4.1.3.								
Cash deposit errors	4.1.4.								
Cash deposit errors	4.1.4.								
Secured Cash collection facility	4.1.5								
Cash deposit errors	4.1.6								
Cash Device, Smartbox, Drop safe	4.1.7.								
Dedicated support team	4.1.8.								

SERVICES REQUIRED	**Reference to Section D**	**YES**	**NO**	**UNIT COST (VAT EXCLUSIVE) Yr 1**	**VAT**	**Yr 2**	**Yr 3**	**Yr 4**	**Yr 5**
4.2 Other Services									
Audit confirmation letters/ certificates	4.2.1.								
Delivery of statements	4.2.2.								

E. SCHEDULE OF PRICING- SERVICE FEES AND CHARGES (Continued)

SERVICES REQUIRED	Reference to Section D	YES	NO	UNIT COST (VAT EXCLUSIVE) Yr 1	VAT	Yr 2	Yr 3	Yr 4	Yr 5
Returned/ disputed debit order	4.2.3.								
Interest rate on net current account credit balance - relationship to prime overdraft rate	4.2.4.								
Overnight call facility - relationship to prime overdraft rate	4.2.5.								
Calculation of interest rate on credit balances	4.2.6								
Capturing of 8-digit municipal bill account number on bank statement.	4.2.7.								
Download deposits with 8-digit account numbers into various file format, including csv.	4.2.8.								
The Bidder's banking system should be able to align to the Municipality's Financial system algorithm in term of the 8 digit customer account number.	4.2.9.								

SERVICES REQUIRED	Reference to Section D	YES	NO	UNIT COST (VAT EXCLUSIVE) Yr 1	VAT	Yr 2	Yr 3	Yr 4	Yr 5
REPORTING, AUDIT TRAILS AND QUIRIES									
Daily and monthly cash management reports and statements	4.3.1.								
Hard copies of historic information requested	4.3.2.								
Downloading of electronic payments into file format	4.3.3.								
Deposit error corrections reported within 48 hours	4.3.4.								
On-line, real-time browsing facility	4.3.5.								
Audit trail for card less money send facility to mobile number.	4.3.6.								
Bank Reconciliations are performed electronically. Bank statements will be downloaded daily from the bank in the file layout format required (CSV) by the core financial system service provider and uploaded into the core financial system bank reconciliation module using the transaction reference number on the statement to determine the type of transaction.	4.3.7.								

All bank statement transactions require to be clearly and correctly referenced in an agreed manner to facilitate the core financial system bank reconciliation process										
Bank Statement listing individual Credit/Debit Card payments, with a unique reference aligning to the Municipality's audit trail, for reconciliation purposes	4.3.8.									
Issuing of Guarantees facility, Fleet Cards, ACB Facility, honouring of transactions including debit orders on temporal overdrawn account.	4.3.9									
ELECTRONIC BANKING SERVICES										
Direct on-line balance enquiry	4.4.1.									
Direct on-line statement enquiry	4.4.2.									
Direct on-line stop payment facility.	4.4.3.									

E. SCHEDULE OF PRICING- SERVICE FEES AND CHARGES (Continued)

SERVICES REQUIRED	Reference to Section D	YES	NO	UNIT COST (VAT EXCLUSIVE) Yr 1	VAT	Yr 2	Yr 3	Yr 4	Yr 5
Direct on-line reversal of stop payment	4.4.4.								
Historic information supplied electronically	4.4.5.								
Facility to download bank statements into the Municipal Sage system	4.4.6.								
Audit trail of electronic transfers in/ deposits	4.4.7.								
Direct on-line facility to capture bank transfers	4.4.8.								
Electronic direct debit facility	4.4.9.								
On line direct debit rejections.	4.4.10.								
EFT payments to effect investments with financial institutions - transfer to Bidders bank - transfer to Agent bank	4.4.11.1								

E. SCHEDULE OF SERVICE FEES AND CHARGES (Continued)

SERVICES REQUIRED	Reference to Section D	YES	NO	UNIT COST (VAT EXCLUSIVE) Yr 1	VAT	Yr 2	Yr 3	Yr 4	Yr 5
Create payments on-line	4.4.11.2								
Release EFT payments for a future date	4.4.11.3								
Interim audit reports before action date	4.4.11.4								
Verification and validation of suppliers/ creditors branch and account numbers - Bidder's bank - Agent bank	4.4.11.5								
Segregation of duties for EFT payments - password reset	4.4.11.6								
Compatibility of software	4.4.11.7								
Secure environment with encryption	4.4.11.8								
'Host-to-Host' facility - all windows operating system	4.4.11.9								
A dedicated support team to maintain and service EFT requirements of the Municipality	4.4.11.10								
Card less money send facility to mobile numbers	4.4.12								

SERVICES REQUIRED	Reference to Section D	YES	NO	UNIT COST (VAT EXCLUSIVE) Yr 1	VAT	Yr 2	Yr 3	Yr 4	Yr 5
Direct on-line reversal facility of card less money send.	4.4.13								
Direct online reversal of unknown Debit orders	4.4.14								
Direct online Pre- approval of a debit order loaded at inception	4.4.15								
Direct online bank account details verification	4.4.16								
Online Digital certificates, which include Security, Scalability, Authenticity, Reliability and Public trust	4.4.17								
Ability to interface with payroll and line-of-business applications currently being utilised by the Municipality	4.4.18								
Economic advice/ forecasting	4.4.19								
Custodial services	4.4.19								

1. DURATION OF CONTRACT:

60 MONTHS, payable annually

2. NORM / QUALITY

6.1 The norm / quality of the security service to be rendered, must be in accordance with the acceptable standards of the trade concerned.

6.2 All possible steps must be taken by the Contractor to ensure that the correct intended execution of this agreement will take place. These steps include, inter alia, the following:

6.3 The protection of property of the Municipality at the intended site and the protection of the said property against theft, vandalism and any other unlawful act.

6.4 The protection of the Municipality's officials against unlawful acts, including offences referred to in schedule 1 of the Criminal Procedure Act, 1977 (Act 512 of 1977).

3. TERMINATION OF SERVICE

The stipulations of the Supply Chain Management Policies and Procedures and General Conditions of contract apply in particular to cases of any failure with any of the conditions of contract, or where an unsatisfactory service is rendered. The contracts are **NOT** automatically renewable upon the end of the 60 months period and should be considered **TERMINATED** at contract expiry.

NOTE: Any amendment(s) or waiving from the stipulations of this contract must occur in writing by mutual consent with the prior approval of the National Municipal Bid Committee.

4. INDEMINIFACTION

Ugu District Municipality accepts no responsibility for any loss or damage to the equipment and materials of the contractor and the contractor should ensure that insurance is in place.

5. INSURANCE

Nil to be included in the pricing

6. MINIMUM SPECIFICATIONS

These specifications are only minimum specifications. Any shortcomings in the specifications should be pointed out in the quote/bid and provided for in the price. Any additional costs incurred by the service provider because of shortcomings in the quote specifications will be for the service provider's own account.

7. COMPLIANCE

Where necessary the service provider must attach explanatory information reference to a paragraph number. The service provider must fully describe how the required functionality will be achieved. Failure to provide sufficient information may disqualify the service provider. Any condition imposed by the service provider that is restrictive or contrary to any part of this tender will automatically disqualify the service provider.

8. BID PRICE

Please give all the prices, itemized as far as possible and as indicated in the attached spreadsheet format:

(to be completed on the Price Schedule)

9. BID FORMAT

1 (one) original bid must be submitted in the following format :-

- must be SIGNED IN INK by an authorized employee, agent or representative of the Bidder and all pages of the Bid must be initialled
- Bid response and supporting documents must be neatly bound in one file.
- The written delegation of authority to sign all documents must form part of the Bid.
- All documents as required MUST be included in the bid in order for the bid to be considered.

Ugu District Municipality reserves the right to investigate and verify all the information supplied by the bidder.

The parties hereby choose as their domicilium citandi et executandi/nominated address for the service of notices and legal document **DOMICILIUM** the following street addresses:
Bidder:
…………………………………………………………………
…………………………………………………………………
…………………………………………………………………
Tel/Fax Number:- ………………………………

Ugu District Municipality
The Municipal Manager
28 Connor Street
Port Shepstone
4240

CONTACT DETAILS
The following person may be contacted for more information:-
Ms L Cele
E-mail : Lungile.Zulu@ugu.gov.za
Tel: 039 688 5773

I/We hereby declare that all the information supplied is true and exact.

____
SIGNATURE OWNER / MANAGER DIRECTOR

DATE: ___________________________

WITNESS: ____(State occupation in company)

DATE: _____________________________

If it is found that any of the above-mentioned information provided is false, the Municipality reserves the right to terminate this contract with immediate effect. The Municipality may VET the successful bidder.

CERTIFIED CK DOCUMENTS

[Failure of a Bidder to submit this will invalidate the bid]

TAX REFERENCE NUMBER AND PIN

[Failure of a Bidder to submit this will invalidate the bid]

JOINT VENTURE AGREEMENT (WHERE APPLICABLE)

[Failure of a JOINT VENTURE Bidder to submit this will invalidate the bid]

CERTIFIED VALID BBBEE CERTIFICATE

[Bidder that does not submit this will not be awarded BBBEE points]

CENTRAL SUPPLIER DATABASE REGISTRATION

[Failure of a Bidder to submit this will invalidate the bid]

PROOF OF REGISTRATION IN TERMS OF THE BANKS ACT

[Failure of a Bidder to submit this will invalidate the bid]

PROPOSAL

[Failure of a Bidder to submit this will invalidate the bid]

GENERAL CONDITIONS OF CONTRACT (GCC) ANNEXURE

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “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 supplies 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 “Written” or “in writing” means handwritten 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, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
	2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
	2.3	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	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
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.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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 in SCC.

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 in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
	16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

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

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

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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.