uMNGENI MUNICIPALITY

PROVISION OF BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS
BID NO. UMN 20/2022

P.O.BOX 5
HOWICK
3290

MUNICIPAL MANAGER
M. HLOBA

Bidders Name:
Address: ………………………………………………………………………………………...   **……………………………………………………………………………………........**   **…………………………………………………………………………………....**
Telephone:
Fax Number:
Contact person:
CSD Number:
Email address:
Amount (incl. VAT): R……………………………………

<u>NOTE</u>: The closing date will be on 20 January 2023, at 12h00 pm, thereafter tenders will be opened and made public on the official municipal official website.

uMNGENI MUNICIPALITY

PROVISION OF BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS
BID NO. UMN 20/2022

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uMNGENI MUNICIPALITY

PROVISION OF BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS
BID NO. UMN 20/2022

The uMngeni Local Municipality hereby invites tenders from suitably experienced service providers to tender for the below bids issued by uMngeni Municipality.

Prequalification: Only tenderers who meet the set pre – qualification or eligibility criteria as per the tender document are eligible to submit bids. **Only bidders registered on Central Supply Database (CSD) will be considered and must provide proof of registration.** Tenderers must be registered on uMngeni Local Municipality's supplier's database (if not registered they must submit the application forms together with tender documents available on the municipal website).

Bid documents will only be available at the cashier's Corner of Somme and Dick Street, Howick, 3290 at a non – refundable fee of R 1500 only, **from 28 November 2022 to 30 November 2022**, during working hours from 08h00 am till 14h00 pm. There will be no reservation or selling of the bid documents after the 30th of November 2022 at 15h00 pm. There will be no selling of bid documents at briefing sessions and or after**.** Documents must be reserved via EFT payment or direct deposit for a non-refundable tender fee of **R1 500.00 only** for the collection of bid documents, (**proof of payment shall be forwarded to londiwe.sokhela@umngeni.gov.za)** or bids alternatively downloaded on the etenders National Treasury portal (www.etenders.gov.za) or on municipal website www.umngeni.gov.za. **Banking Details for EFT Payments:** Name of Bank: ABSA; Account Name: uMngeni Local Municipality Account Type: Current Account; Account Number: 4063796636 Branch Code: 632005; **Reference 021580- Bid Number and Company Name.**

A compulsory briefing session will be held as detailed below:

Bid	Briefing Date and Time	Closing date and Time	Venue of the Briefing	The tender documents can be deposited on:	Technical Queries
Tender No: UMN 20/2022 – Provision of Banking Services for a period of five (5) years	01 December 2022 @ 13h00 am	20 January 2023 @ 12h00pm	Municipal Hilton Offices, 29 Hilton Avenue, Hilton, 3245	Registry at Cnr of Somme and Dicks Street, Howick (Main offices)	Ms N. Nzuza 033 239 9293 Nontu.nzuza@umngeni.gov.za

Supply Chain Management related queries regarding this bid may be directed to Mr. Thando Mchunu on 033 239 9220 or on email: thando.mchunu@umngeni.gov.za during working hours from 09h00 am to 14h00 pm

Only bids submitted on officially issued tender documents by the municipality will be considered and must be submitted in a sealed envelope and marked: **"MUNICIPAL MANAGER, BID NO.: AS PER THE ABOVE BID NUMBERS** and must be deposited in the tender box situated at the Registry Office: Corner of Somme and Dick Street, Howick, 3290 at **no later than what is mentioned above (closing time will ONLY be determined by the municipal watch) on the date** at which time bids will be opened in public. The name and address of the Bidder must be clearly written on the sealed envelope containing the Bid Document. **Late submission, e-mail, or fax bids will under no circumstances be considered**.

The valuationn and adjudication of tenders will be done in line with the uMngeni Local Municipality's approved Supply Chain Policy and the 80/20 principle of PPPFA with its 2017 Regulations. Tenderers will be evaluated on responsiveness, tenderers must also score the minimum points of 70% out of 100% (70/100) on functionality to be considered for 80/20 criteria as detailed in the tender documents. Bids shall be valid for a period of 90 days.

The uMngeni Municipality does not bind itself to accept the lowest of any tender/bid and reserves the right to accept a bid in whole or part. The municipality reserves the right not to award this bid.

M. HLOBA
MUNICIPAL MANAGER

SCM COMPLIANCE – SECTION ONE (1):

MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	UMN 20/2022	CLOSING DATE:	20/01/2023	CLOSING TIME:	12H00 PM
DESCRIPTION	Tender No: UMN 20/2022 – Provision of Banking Services for a period of five (5) years				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

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
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER **FOR THE GOODS /SERVICES /WORKS OFFERED?**		☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**		**R**
SIGNATURE OF BIDDER	………………………………		**DATE**		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Finance	DEPARTMENT	Finance
CONTACT PERSON	Thando Mchunu	CONTACT PERSON	Nonto Nzuza
TELEPHONE NUMBER	033 239 8313/9220	TELEPHONE NUMBER	033 239 9293
E-MAIL ADDRESS	thando.mchunu@umngeni.gov.za	E-MAIL ADDRESS: nonto.nzuza@umngeni.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) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
	IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

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

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

DATE:…………………………………………....................

PART C1 :AGREEMENTS AND CONTRACT DATA

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.1 : OFFER

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

Contract No: UMN 20/2022

Contract Title: Provision of Banking Services for a period of Five (5) years.

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all 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:

R..(*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.

For the Tenderer:

Signature *(of person authorized to sign the tender)* **:** ....

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

Capacity *(of Signatory)* **:** ....

Name of Tenderer *(organisation)* **:** ....

Address : ....

Witness:

Signature : ....

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

Date : ....

Note : Failure of a Tenderer to complete and sign this form will invalidate the tender

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.2 FORM OF 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 C1 : Agreement, and Contract Data, (which includes this Agreement)
- Part C2 : Bidding documents, Pricing Data
- Part C3 : Scope of Work
- Part C4 : General Conditions of the contract
- Annexures

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above. Deviations from and amendments to the documents listed in the Tender Data 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.

The tenderer shall within two weeks after receiving a completed copy of this agreement, contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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 Banker) 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 *(person authorized to sign the acceptance)* **:** ....
Name *(of signatory in capitals)* **:** ....
Capacity *(of Signatory)* **:** ....
Name of Employer *(organization)* **:** ....

Address : ....

<u>Witness:</u>

Signature : ....

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

Date : ....

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT –

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.

2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Pin Certificate may invalidate the bid.

3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

PRICING SCHEDULE – FIRM PRICES (IF APPLICABLE)
(PURCHASES)

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
			SUB-TOTAL	
			VAT AT 15%	
			GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)	
AMOUNT IN WORDS				

- Required by:
- At: …………………………………
- Brand and Model: No Specific brand
- Country of Origin: ………………………………….
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ………………………………….
- Period required for delivery ………………………………….
  *Delivery: Firm/Not firm
- Delivery basis …………………………………….

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

DECLARATION OF INTEREST

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

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

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

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

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

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

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

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

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

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

…………………………………………………………………………………………..

[1]MSCM Regulations: "in the service of the state" means to be –
- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

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

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

3.10.1 If yes, furnish particulars.

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

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

3.11.1 If yes, furnish particulars

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

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

3.12.1 If yes, furnish particulars.

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

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

3.13.1 If yes, furnish particulars.

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

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

3.14.1 If yes, furnish particulars:

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

4. *Full details of directors / trustees / members / shareholders. (add annexure if space is limited below)*

Full Name	Identity Number	State Employee Number

…………………………………..
Signature

……………………………………..
Date

………………………………….
Capacity

……………………………………….
Name of Bidder

CAUTION/INSTRUCTION

Service providers are hereby advised and instructed to complete this documents in good faith and truthfully. Upon discovery that the service provider was dishonest in completing this form, uMngeni Municipality will remove the service provider from its supplier's database register and will report such act to National Treasury to blacklist the service provider for the act of dishonesty. Over and above the municipality will recoup all monies paid to the supplier who did not give honest disclosure on the declaration forms.

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

………………………………………………………………

………………………………………………………………

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

………………………………………………………………

……………………………………………………………….

……………………………………………………………….

……………………………………………………………..

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES/ NO**

3.1 If yes, furnish particulars

……………………………………………………………….

……………………………………………………

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

…………………………………………………….

…………………………………………………….

CERTIFICATION

I, THE UNDERSIGNED (NAME) ………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE

FALSE.

…………………………………..	…………………………
Signature	Date
…………………….................	…………………………
Position	Name of Bidder

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.

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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.

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) **"price"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1). B-BBEE Status level certificate issued by an authorized body or person;

2). A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3). 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 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

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . = ………(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.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

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

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		

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

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

9.2 VAT registration number:……………………………………….…………………………

9.3 Company registration number:…………….……………………….…………………….

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

9.7 MUNICIPAL INFORMATION

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

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

Stand Number:……………………………………………….

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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. …………………………………….. 2. ……………………………………	……………………………………… SIGNATURE(S) OF BIDDERS(S) DATE: ………………………………….. ADDRESS ………………………………….. ………………………………….. …………………………………..

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

ANNEXURE A SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisationi- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military

	veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:
   - The Enterprise is ______________% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
   - The Enterprise is ______________% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is ______________% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - Black Designated Group Owned % Breakdown as per the definition stated above:
     - Black Youth % = ______________%
     - Black Disabled % =______________%
     - Black Unemployed % =______________%
     - Black People living in Rural areas % = ______________%
     - Black Military Veterans % =______________%
   - Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____________, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
   - Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: ___________________

Date: _____/______/___________________
Stamp

____

Signature of Commissioner of Oaths

ANNEXURE B - SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisationi- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

Definition of "Black Designated Groups"	"Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:
   - The Enterprise is ______________% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
   - The Enterprise is ______________% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is ______________% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - Black Designated Group Owned % Breakdown as per the definition stated above:
     - Black Youth % = ______________%
     - Black Disabled % =______________%
     - Black Unemployed % =______________%
     - Black People living in Rural areas % = ______________%
     - Black Military Veterans % =______________%
   - Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _________________, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
   - Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At Least 51% black owned	**Level Two** (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: ___________________

Date: _____/______/___________________

Stamp

____

Signature of Commissioner of Oaths

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y}\right) \times 100$$

Where
x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”**means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
Work wear Trousers	100 %
Dust Coats	100%
Hats (sun hats)	100%
Steel toe Leather Boots	100%

4. Does any portion of the services, works or goods offered have any imported content? **YES / NO**

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s)of exchange against the appropriate currency in the table below:

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No. ....

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ………………………….. (full names),
do hereby declare, in my capacity as …………………………………… ………..
of ....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: ______________________ **DATE:** ___________

WITNESS No. 1 ______________________ **DATE:** ___________

WITNESS No. 2 ______________________ **DATE:** ___________

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1)	**Tender No.**	
(C2)	**Tender description:**	
(C3)	**Designated product(s)**	
(C4)	**Tender Authority:**	
(C5)	**Tendering Entity name:**	
(C6)	**Tender Exchange Rate:**	Pula ___ EU ___ GBP ___
(C7)	**Specified local content %**	

		Calculation of local content						Tender summary			
Tender item no's	**List of items**	**Tender price - each (excl VAT)**	**Exempted imported value**	**Tender value net of exempted imported content**	**Imported value**	**Local value**	**Local content % (per item)**	**Tender Qty**	**Total tender value**	**Total exempted imported content**	**Total Imported content**
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*
1	Work wear Trousers										
2	Duts Coats										
3	Hats (Sun Hats)										
4	Steel toe leather boots										

(C20) **Total tender value**	R 0
(C21) **Total Exempt imported content**	R 0
(C22) Total **Tender value net of exempt imported content**	R 0
(C23) **Total Imported content**	R 0
(C24) **Total local content**	R 0
(C25) **Average local content % of tender**	

Signature of tenderer from Annex B

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

EU R 9,00 GBP R 12,00

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
	`										

(D32) Total imported value by tenderer R 0

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
`											

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments: Foreign currency value paid	Tender Rate of Exchange	Summary of payments: Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Date:

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	**Tender No.**	
(E2)	**Tender description:**	
(E3)	**Designated products:**	
(E4)	**Tender Authority:**	
(E5)	**Tendering Entity name:**	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased *(E6)*	Local suppliers *(E7)*	Value *(E8)*
	(E9) **Total local products (Goods, Services and Works)**		R 0

(E10)	**Manpower costs**	(Tenderer's manpower cost)	R 0
(E11)	**Factory overheads**	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	**Administration overheads and mark-up**	(Marketing, insurance, financing, interest etc.)	R 0
		(E13) **Total local content**	R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

CONTRACT FORM - PURCHASE OF GOODS/WORKS (IF APPLICABLE)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)……….……………………………. in accordance with the requirements and 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 time of 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);
   - Technical Specification(s);
   - 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 goods and/or works 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 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) …………………………………….

SIGNATURE …………………………………….

OFFICIAL STAMP

WITNESSES

1. ……………………

2. ……………………

DATE …………………

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

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

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) 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:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) …………..…………………………..……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM TRUE AND CORRECT.

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

………………………………………... **…………………………..**

Signature **Date**

………………………………………. **…………………………..**

Position **Name of Bidder**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (MBD) must form part of all bids[1] 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

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

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

MBD9

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 Institution)

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

I certify, on behalf of:____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)

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

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

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

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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.

PROVISION OF BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS
BID NO. UMN 20/2022

SECTION TWO (2)

PRE-ASSESSMENT / ELIGIBILITY CRITERIA

STAGE 1

The following are compulsory requirement documents;

- Latest Favourable bank rating (not older than 3 months, must be related to project) issued by the bank and verifiable, contact details must be submitted to verify rating;
- Latest municipal bill (not in arrears) where premises are leased bidder must submit proof of lease agreement and latest invoice received from the landlord to authenticate the lease agreement and contact details to confirm such lease agreement;
- Company registration documents from CIPC (e.g. CK doc, etc.);
- TAX pin number;
- Certified copy of Identity Documents (IDs) of Directors/ Members/ Trustees/ Shareholders of the company, not older than six (6) months and certified by the Commissioner of Oath and **must date stamped**);
- Latest Audited Annual Financial Statements (Latest).
- Company profile (which covers an introduction about the company, company organogram, projects undertaken, client base, and company staff complement).
- Must be registered on Central Suppliers Database (CSD) and submit a copy of the summary for CSD;
- Proof of experience for full maintenance lease services;
- These must include license renewals and vehicle registration;
- CVs of key personnel/team to work with the Municipality (must attach their certified I.D. copies and qualifications);
- All copies of certificates must be certified (must not be older than six [6] months and date stamped);
- Scanned certified copies will not be accepted;
- Comply with all returnable schedule requirements;
- Comply with all tender conditions.
- Registration with the Financial Sector Conduct Authority (FSCA) / Financial Service Provider (FSP) with a valid registration number,
- Latest audited annual financial statements (AFS) and latest bank's rating,

SECTION D **CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

Name	Names of the Bidder or Director	Physical residential address of the Bidder or Director	Municipal Account number(s)	Name of Municipality
Bidder Name: ………………….				
Director 1				
Director 2				
Director 3				
Director 4				

NB: Bidders must attach the following:

- Bidder's or director's proof that they are not in arrears for more **than 3 months** with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached; or
- Copy of valid lease agreement if the tenderer is currently leasing premises and not responsible for paying municipal accounts; or
- Tribal Authority letter, if the bidder or director is located where municipal rates are not paid.

DECLARATION

I, THE UNDERSIGNED,

(FULL NAME & SURNAME)………

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT AND THAT I / WE HAVE NO UNDISPUTED COMMITMENTS FOR MUNICIPAL SERVICES TOWARDS A MUNICIPALITY IN RESPECT OF WHICH PAYMENT IS OVERDUE FOR MORE THAN 90 DAYS

……………………………………………………………… ………………………………………………………
Signature **Date**

……………………………………………………………… ………………………………………………………
Position **Name of Bidder**

SECTION E

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 "Day" means calendar day.

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

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

1.10 "Delivery into 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

1.1 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.

1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

1.1 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.

1.2 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.

a. 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.

b. 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.

c. 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.

d. 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

1.1. 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.

2. Performance security

1.1 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.

1.2 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.

1.3 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:

3. 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

4. a cashier's or certified cheque

1.4 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.

2. Inspections, tests and analyses

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

2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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

a. 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.

b. 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

a. 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.

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

11. Insurance

a. 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

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

13. Incidental Services

a. 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.

b. 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

a. 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

a. 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.

b. 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.

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

d. 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.

e. 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

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

b. 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.

c. 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.

d. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

a. 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

a. 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

a. 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

a. 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

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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

a. 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

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
   a. the name and address of the supplier and / or person restricted by the purchaser;
   b. the date of commencement of the restriction
   c. the period of restriction; and
   d. the reasons for the restriction.

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

g. 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

a. When, after the date of bid, provisional payments are required, or antidumping 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

a. 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.

b. 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

a. 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

a. 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.

b. 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.

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

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

e. 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

a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
   i. 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
   ii. 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

a. 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

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

31. Notices

a. 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

b. 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

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

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

c. 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

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

34. Prohibition of Restrictive practices

a. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

b. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

FORM D SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

REQUIREMENTS OF THE CONTRACT

The UMngeni Municipality invites registered banks to submit bids for Banking Services for the period date from the date of award to 5 year period [2028]. The bid will be the basis for negotiations with a preferred bidder and ultimately with the selected Bank.

2. PAYMENT

Payments shall be made promptly by the municipality, but in no case later than thirty (30) days after submission of an invoice or claim by the Bank for the duration of the contract.

3. PRICE

Prices charged by the Bank for services performed under the contract shall not vary from the prices quoted by the Bank in his bid for the first twelve months of the contract.

4. DURATION OF CONTRACT

The duration of this contract is for a period of five (5) years.

The appointed Bank will be required to render banking services from the period date from the date of award to 5 year period [2028] to the uMngeni Municipality. The provisions of this contract and the Service Level Agreement (SLA) become binding on the appointed Bank from the date of acceptance of a bid by the Municipality irrespective of the date of signature of said SLA.

5. SERVICE LEVEL AGREEMENT

(a) All bidders must attach a draft SLA to this bid document. Negotiations will take place with the successful bidder to ensure that the contract is acceptable to both parties.

(b) Negotiations in respect of said Draft SLA must be finalised and the document signed within thirty (30) working days after the award of this contract.

(c) Should no consensus be reached within thirty (30) working days of finalising the SLA, the Municipality will be entitled to:

i) cancel its acceptance of the bid, or

ii) extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

(d) Failure by the Bidder to attach a draft SLA to this bid document will disqualify his/her bid document

6. RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the uMngeni Municipality to expedite evaluation of the bids. The uMngeni Municipality reserves the right to disqualify a bid if the bidder does not fully comply with

this provision.

7. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 62 of the SCM Policy and SCM Regulations, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award / process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

SECTION THREE (3)

FUNCTIONALITY & 80/20 EVALUATION CRITERIA PROCESS

Indicate all stages to be followed on evaluation process

FUNCTIONALITY SCORING – STAGE 1

Prospective bidders will be scored on functionality prior being evaluated on 80/20. Must obtain a minimum of 70% on the functionality scoring.

PREAMBLE TO BIDDING PROCESS – STAGE 2

The bidding process for this project will be a one (1) envelope system submitted in one main envelope. The envelope is to be marked, Bid No. UMN 20/2022, Provision of Banking Services for a period of five (5) years, The Municipal Manager, uMngeni Municipality, Corner of Somme & Dicks Street, Howick, 3290.

The points (80/20) awarded will be as follows:

Price 80,

BBB-EE 20

100 points.

Bidders are to complete these annexures as well as the documentation provided by the Supply Chain Management (SCM) Unit. Bidders will be scored out for functionality and bidders who do not achieve 70% will not have their bids scored in terms of the 80/20. 80 considering price and 20 for BBB-EE.

The successful bidder will be required to enter into a service level agreement (SLA) with the municipality, and the tender document shall form part of the agreement.

Key aspect of criterion	Basis for points allocation	Score	Maximum points
1. Reputation in the industry (total weight 30)	5 and above positive reference letters = 30		30
	3 positive reference letters = 15		
	2 and below positive letters = 6		
2. Valid financial registration certificate & the letter of good	Financial certificates with good standing letter = 10		10

standing (total weight = 10)	Financial certificates only = 3		
	No submission = 0		
3. Experience (total weight = 20)	Comprehensive proposal of the banker must be attached: a) Bankers' experience		20
	5 years and above = 20		
	Minimum of 3 years = 10		
	Less than 3 years = 0		
4. Latest audited financial statements (AFS) and the positive cash flow (total weight = 20)	AFS showing that the bidder is solvent = 20,		20
	AFS showing that the bidder is insolvent = 5		
Total			**80**

Sub-total = …………..

Weighting = …………

Weighted score = ………

All bidders must score a minimum of 70%

FORMULA:

Weight score obtained X 80/100 = TOTAL BIDDER SCORE ON FUNCTIONALITY.

ONLY BIDDERS WHO OBTAIN MINIMUM SCORE OF 70/100 WILL PROCEED TO 80/20 SCORING.

SECTION F Terms of Reference/ Specifications

INTRODUCTION

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

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

2. CLARIFICATION OF THE REQUEST TO BID

2.1 Bidders may request a clarification of any of the Request for Bid documents up to close of business on 13/01/2023. Any request for clarification must be sent in writing or by electronic mail to uMngeni Municipality, at the addresses set forth below under the enquiry contact details. The uMngeni Municipality will respond by electronic mail to such requests.

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

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

2.4 The date for the rendering of banking services by the appointed Bank must be effective from date of award to a period of five (5) years [2028].

3. PREPARATION OF BID

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

4. BID SPECIFICATIONS

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

4.2 Bidders not complying with bid specifications will not be considered.

5. AWARDING OF CONTRACT

The uMngeni Municipality will notify all bidders of the outcome of the bid.

6. SCOPE OF WORKS

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

SPECIFICATIONS AND REQUIREMENTS

1. BIDDER'S RESPONSE

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

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

(b) any additional computer hardware or software (and its cost to the Municipality, if applicable) that the Municipality must supply for the proposed banking systems to interface with SAMRAS and Contour systems and/or to operate at the required level of efficiency, and or any other system that may become applicable to the Municipality.

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

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

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

2. EXECUTIVE SUMMARY

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

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

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

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

3. FINANCIAL INFORMATION

No.	Description	Information
1	VAT Registration Number	4240102774
2	BUDGET 2022/2023 (Annual)	
	Operating Budget	R537 787 036
	Capital Budget	R41 402 688
3	STATISTICAL INFORMATION – 2022/2023 (Monthly)	
3.1	RECEIPTS	
	Number of Deposits	8677
	Value of Cash Deposits	R3,5 million
	Value of Direct Deposits	
	• Agencies – Easy Pay	R500 000
	• Electronic Deposits	R6 million
	Investments Realised (Annual)	R24 232 771
3.2	PAYMENTS	
	Number of EFT Batches	30
	Number of EFT Transactions	200
	Value of EFT Payments	R20 million
3.3	PAYROLL DETAILS	
	Number of Employees	340
	Number of EFT Batch Runs	13
	Number of EFT Transactions	400
	Value of EFT Payments	R12 million
3.4	NO. OF FOREIGN PAYMENTS	None currently
3.5	NO. OF USERS ACCESSING THE BANKING SYSTEM	7
3.6	NO. OF MUNICIPAL ACCOUNTS	4
3.7	CASH RECEIPTING OFFICES	4
3.8	SPEEDPOINT DEVICES IN USE	3

4. SCHEDULE OF RECEIPTING SITES AND FREQUENCY OF BANKING

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

5. SCHEDULE OF BANK ACCOUNTS

The Municipality operates the following bank accounts:

No	Name of Bank Account
1	Primary Bank Account
2	General Call Account (for Equitable Share allocation)
3	Grant Funds - Call Account
4	Traffic Department Account

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

6. BANKING PRODUCTS AND SERVICES

The Bidder must provide the following products and services:

6.1 MANAGEMENT OF CASH

6.1.1 Cash deposits
6.1.2 Cash withdrawals
6.1.3 Controls to ensure that the physical cash deposited at the Bank's Cash Centre is reconciled to the amount recorded on the deposit slip
6.1.5 Supply of pre-printed deposit books reflecting the Municipality's details
6.1.6 Providing copies of deposit slips / depositor details / statements.
6.1.7 Enhanced Deposit Identifier on deposits made over the counter at the bank:
- validation of the 12 digits municipal account reference number
- validated 12 digits reference must be reflected on Municipality's bank statement.

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

6.2 OTHER SERVICES

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

6.3 OVERDRAFT FACILITY / INTEREST RATES

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

6.4 REPORTING, AUDIT TRAILS AND QUERIES

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

6.5 ELECTRONIC BANKING SERVICES

6.5.1 Direct on-line balance enquiry.
6.5.2 Direct on-line cash management facility
6.5.3 Direct on-line statement enquiry.
6.5.4 Direct on-line stop payment facility.
6.5.5 Direct on-line reversal of stop payment.
6.5.6 On-line, real-time browsing facilities.
6.5.7 Electronic historic information in respect of all bank statements and indicate the available period (minimum 12 months).
6.5.8 Facility to download information on the bank statement into the Municipality's SAMRAS system to facilitate bank reconciliations.
6.5.9 An audit trail of all electronic deposits and other deposits.
6.5.10 Direct on-line facility to enable transfer of funds electronically between the Municipality's suite of bank accounts. Allow for the debit and credit reference fields to be captured by the user.
6.5.11 An electronic direct debit facility to collect payments from the Municipality's consumers (bidder's bank and agent banks).
6.5.12 An electronic enquiry facility to access direct debit rejections with a reason / code explaining the rejection.
6.5.13 Any electronic deposit identification facility where deposits received electronically are rejected if incorrect reference is submitted.

6.6 ELECTRONIC FUNDS TRANSFER (EFT)

6.6.1 EFT via the bank to effect investments with financial institutions.
6.6.2 EFT facility to effect salary payments.
6.6.3 EFT recall to stop payment of salaries.
6.6.4 EFT audit trail of all unpaid salaries.

6.6.5 EFT service which facilitates the creation of bulk payments or collections that are captured off-line in the Municipality's systems (SAMRAS) and transferred into the banking system for release.
6.6.6 Ability to create payments on-line (creditor details are resident on the banks system).
6.6.7 A single debit entry on the bank statement for multiple-creditor payments and a single credit entry on the bank statement for multiple-debtor receipts (refer 6.5.11).
6.6.8 Ability for payments to be released for a future date (up to 30 days in advance).
6.6.9 Interim audit reports before action date.
6.6.10 Final audit reports after payment is released.
6.6.11 Verification and validation of suppliers / creditors and employees branch and account numbers.
- Bidder's bank
- Agent bank

6.6.12 Segregation of Duties that allow for the following: -
- Capture of Information/ Create Payments
- Locking / verification of transaction / payment batch.
- Release of transaction / payment batch

6.6.13 Allow for multiple operators / users
- Each operator must have own user identification and password

6.6.14 The following options on EFT (include cut-off times):-
- One day dated service
- Same day service

6.6.15 The Bidder's software must be loaded into the Municipality's desktop PC's with minimal changes to hardware.
6.6.16 The electronic funds transfer service must operate in a secure environment and information transmitted must be encrypted.
6.6.17 'Host-to-Host' facility which is an automated delivery system creating a link for two-way data transfer.
6.6.18 A dedicated support team to maintain and service the EFT requirements of the Municipality.
6.6.19 Back up computer facilities:
- Should the Municipality's systems fail, or
- Failure of the Bidder's computer systems.

6.6.20 SMS and E-mail notification

6.7 ELECTRONIC FOREIGN PAYMENTS

6.7.1 Facility to process foreign payments electronically.

6.8 GENERAL

6.8.1 Issuing of guarantees.
6.8.2 Business credit / petrol / toll card facility.
6.8.3 Customer credit referencing.
6.8.4 Economic advice / forecasting.
6.8.5 Custodial services.

7. ADDITIONAL INFORMATION ON BANKING PRODUCTS AND SERVICES

The Bidder must provide the following additional information / services:

7.1 Cash Centre

Briefly detail:

7.1.1 The cash handling procedures
7.1.2 Security at the Bidder's Cash Centre
7.1.3. Teller supervision
7.1.4 Handling of discrepancies and queries

7.2 Interest calculations and retro-entries

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

7.3. Electronic banking services and technical equipment

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

7.4. Debit / Credit Card Facility

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

8. SPECIFIC REQUIREMENTS AND INFORMATION

8.1 Service Contract

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

The contract period will be for five (5) years from date of implementation that is 1 January 2023 to 31 December 2028.

8.2 Safety/ security procedures and insurance

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

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

8.2.3 Provide ongoing advice on fraud prevention and methods of detecting fraud.

8.2.4 Advice and facility to detect money laundering activities.
8.2.5 The Municipality requires protection against all forms of fraud relating to the receipt and payment of cash, and the processing of banking transactions. Such measures should include authorisation of EFT's, password controls, bulk cash handling security, payment mandates, security of data, etc.

8.3 Implementation of Project

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

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

8.4 Training

The Bidder must indicate: -

8.4.1 Training that will be furnished on site to use its electronic banking systems and any upgrades in the future.

8.4.2 Training which will be provided for any unfamiliar service or facility offered by the Bidder.

8.4.3 The ability and willingness to assist with the training of any future system developments.

8.4.4 Costs associated with the aforementioned, which the Bidder is of the view is for the account of the Municipality.

ADDITIONAL INFORMATION TO BE SUPPLIED BY BIDDER

The Bidder must provide the following information: -

1. The latest set of audited annual financial statements.

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

3. Most recently published Domestic and International Credit Ratings.

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

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

6. Details of the designated main branch where the Municipality's bank account will be located: -

    - Name and physical location

- Banking relationship structure, names, and positions
- Staffing numbers and structures
- After-hours access to Branch

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

8. Details of Management structure, names, and position.

9. Administrative and Information Technology systems and support services.

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

11. All information systems with the Bidder should be Web-based.

12. All banking requirements for resolutions and approvals e.g., Signatories.

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

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

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

16. The Bidder must provide a draft SLA and Service Contract.

PRICING SCHEDULE

Bidders are requested to quote firm prices effective 1st of December 2022. Separate prices must be quoted for each of the services set out on the Pricing Table of the bid document. The period for which these prices are effective and the dates of future annual reviews must be indicated. Any future increase in these prices, if applicable, during the five-year contract period should be linked to Statistics South Africa CPIX index.

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

All prices quoted shall be VAT exclusive.

NB :

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

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

PRICING TABLE/SCHEDULE

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

NO.	**PRODUCTS / SERVICES REQUIRED**	**REF. NO.**	**YES**	**NO**	**UNIT COST (VAT EXCL.)**	**VAT**	**TOTAL (VAT INCL.)**
	MANAGEMENT OF CASH AND CHEQUES						
1	Cash deposit fee - bulk cash centre Cash handling fee – branch	6.1.1					
2	Cash withdrawal fee	6.1.2					
3	Cash deposit errors	6.1.3					
4	Supply of deposit books	6.1.4					
5	Providing copies of deposit slips/ statements	6.1.5					
6	Enhanced Deposit Identifier on deposits made over the counter at the bank	6.1.6					
	OTHER SERVICES						
7	Audit confirmation letters/ certificates	6.2.1					
8	Returned/ disputed debit order	6.2.2					
9	Dedicated support team	6.2.3					
10	Debit/ Credit card facility	6.2.4					
	OVERDRAFT FACILITY & INTEREST RATES						
11	Debit Interest Rate Credit Interest Rate - relationship to prime overdraft rate	6.3.1					
12	Overnight Call facility	6.3.3					
13	Interest paid out at month-end	6.3.5					
NO.	PRODUCTS / SERVICES REQUIRED	REF. NO.	YES	NO	UNIT COST (VAT EXCL.)	VAT	
	REPORTING, AUDIT TRAILS AND QUERIES						
14	Daily and monthly cash management reports and Statements	6.4.1					

15	Hard copies of historic information requested	6.4.2					
16	Downloading of electronic payments into file Format	6.4.3					
17	Deposit error corrections reported within 48 hours	6.4.4					
	ELECTRONIC BANKING SERVICES						
18	Direct on-line balance enquiry	6.5.1					
19	Direct on-line cash management facility	6.5.2					
20	Direct on-line statement enquiry	6.5.3					
21	Direct on-line reversal of stop payment	6.5.5					
22	Direct on-line, real-time browsing facility	6.5.6					
23	Historic bank statements supplied electronically	6.5.7					
24	Facility to download bank statements into SAMRAS	6.5.8					
25	Audit trail of electronic transfers in/ deposits	6.5.9					
26	Direct on-line facility to capture bank transfers	6.5.10					
27	Electronic direct debit facility	6.5.11					
28	On line direct debit rejections	6.5.12					
29	Deposit identification facility	6.5.13					
	ELECTRONIC FUNDS TRANSFER (EFT)						
30	EFT payments to effect investments with financial institutions · transfer to Bidder's bank · transfer to Agent bank	6.6.1					
31	EFT facility to effect salary payments · transfer to Bidder's bank · transfer to Agent bank · recall of transfer · late recalls · return of unpaid items · copies of payment reports · transaction tracing	6.6.2					
32	EFT recall to stop payment of salary payments	6.6.3					

33	EFT audit trail of all unpaid salaries	6.6.4					
34	EFT service to facilitate the creation of bulk payments or collections for importing and release	6.6.5					
35	Create payments on-line	6.6.6					
36	Single debit or single credit entry on bank Statement	6.6.7					
NO.	PRODUCTS / SERVICES REQUIRED	REF. NO.	YES	NO	UNIT COST (VAT EXCL.)	VAT	
37	Release EFT payments for a future date	6.6.8					
38	Interim audit reports before action date	6.6.9					
39	Final audit report after payment is released	6.6.10					
40	Verification and validation of suppliers/ creditors branch and account numbers · Tenderer's bank · Agent bank	6.6.11					
41	Segregation of duties for EFT payments	6.6.12					
42	Allow for multiple operators and password reset	6.6.13					
43	EFT Payments · One day service · Same day service	6.6.14					
44	Compatibility of software	6.6.15					
45	Secure environment with encryption	6.6.16					
46	'Host-to-Host' facility · all windows operating system	6.6.17					
47	A dedicated support team to maintain and service EFT requirements of the Municipality	6.6.18					
48	Back up computer facilities	6.6.19					
49	SMS and E-mail notification	6.6.20					
	ELECTRONIC FOREIGN PAYMENTS						
50	Facility to process foreign payments electronically. The facility must be accessible on the SINGLE platform.	6.7.1					

	GENERAL						
51	Issuing of guarantees	6.8.1					
52	Business credit/ petrol/ toll card facility	6.8.2					
53	Customer credit referencing	6.8.3					
54	Economic advice/ forecasting	6.8.4					
55	Custodial services	6.8.5					

TOTAL BID PRICE ____

SECTION C:

ADDENDUM TO TENDER DOCUMENT

Dear, All Bidders

Definition:

an addendum to a tender document

It is an ad hoc item, usually compiled and executed after the main tender document, which contains additional terms, obligations or information or ammendments to the original tender document issued. An Additional tender information to an original tender document, which is legally binding.

INSTRUCTION TO BIDDERS

1. The municipality may communicate any addendum where necessary in relation to this bid, all bidders shall comply with the addendum instruction failure will result in the bid being disqualified.

BIDDERS ACCEPTANCE OF ADDENDUM:

I ____ the undersigned bidder hereby accept the terms and conditions of the addendum document and will comply with the conditions of any addendum communique and shall submit the addendum and return with tender document).

Signed in Capacity as : **……………………………………**

Bidder name : ……………………………………

________________________________ ____________________________

SIGNATURE OF BIDDER/TENDERER **DATE**

Bidders must regularily visit municipal website to check if there are any addendums related to this bid under bid reference number.

SECTION B
INSTRUCTIONS FOR DELIVERY OF TENDER

1. DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED IN:

uMNGENI MUNICIPALITY **CORNER OF SOMME & DICK STREET** **HOWICK** **3290**	**THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIMES :** **MONDAYS TO FRIDAY : 07:30am – 16:00pm and up to 20/01/2023** @ **12H00 PM on the closing date.**

COMPULSORY BRIEFING SESSION

2. **will be held on 01/12/2022 at 13h00 pm, Hilton municipal offices, 29 Hilton Avenue, Hilton, 3245.**

SECTION B

AUTHORITY TO SIGN A BID

A. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I confirm that I am the sole owner of the business trading as__________________________.

NAME	**NAME OF BIDDER**
SIGNATURE	**DATE**
WITNESSES 1	**WITNESSES 2**

B. COMPANY

NB: Attach company board of directors resolution resolution.

A certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or the contract on behalf of the company must accompany the bid.

AUTHORITY BY BOARD OF DIRECTORS

I have been duly authorised by the Board of Directors to sign all documents in

connection with this bid on behalf of ___________________________________in

my capacity as______________________________, as per

resolution__________________, dated____________________.

NAME	**NAME OF BIDDER**
SIGNATURE	**DATE**
WITNESSES 1	**WITNESSES 2**

C. CLOSE CORPORATION

NB: Attach company board of directors resolution resolution.

A certified copy of the Founding Statement of the Close Corporation must be included with the bid, together with the resolution by its members authorising a member or other official of the Close Corporation to sign the documents on their behalf.

AUTHORITY BY CLOSE CORPORATION

I have been duly authorised by the members of _________________________________ to sign all documents in connection with this

bid on behalf of _____________________________, as per

resolution________________, dated

__________________.

NAME	**NAME OF BIDDER**
SIGNATURE	**DATE**
WITNESSES 1	**WITNESSES 2**

D. PARTNERSHIP

NB: Attach company board of directors resolution resolution.

We, the undersigned partners in the business trading as ________________________________ authorise

________________________________ to sign this bid as well as any contract

resulting from the bid and any other documents and correspondence in connection

with this bid or contract on behalf of ________________________________.

NAME OF PARTNER 1	**NAME OF BIDDER**
SIGNATURE	**DATE**
WITNESSES 1	**WITNESSES 2**
NAME OF PARTNER 2	**NAME OF BIDDER**
SIGNATURE	**DATE**
WITNESSES 1	**WITNESSES 2**

NAME OF PARTNER 1 ....

RESIDENTIAL ADDRESS ....

....

....

NAME OF PARTNER 2

RESIDENTIAL ADDRESS

E. CO-OPERATIVE

NB: Attach company board of directors resolution resolution.

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

AUTHORITY BY CO-OPERATIVE

I have been duly authorised by the members of __________________________________ to sign all documents in connection with this

bid on behalf of __________________________________, as per

resolution__________________, dated _________________.

NAME	**NAME OF BIDDER**
SIGNATURE	**DATE**
WITNESSES 1	**WITNESSES 2**

F. JOINT VENTURE

NB: Attach company board of directors resolution resolution.

A certified copy of the agreement reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and contract on behalf of the joint venture must be submitted with this bid.

AUTHORITY BY JOINT VENTURE

I have been duly authorised by the members of ________________________________ to sign all documents in connection with this

bid on behalf of ________________________, as per resolution

______________________, dated _____________________.

NAME	**NAME OF BIDDER**
SIGNATURE	**DATE**
WITNESSES 1	**WITNESSES 2**

G. CONSORTIUM

NB: Attach company board of directors resolution resolution.

A certified copy of the agreement reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and contract on behalf of the joint venture must be submitted with this bid.

AUTHORITY BY CONSORTIUM

I have been duly authorised by the members of ____________________________ to sign all documents in connection with this bid on behalf of ________________________, as per resolution___________________, dated ____________________.

NAME	**NAME OF BIDDER**
SIGNATURE	**DATE**
WITNESSES 1	**WITNESSES 2**