Main Street
Creighton, 3263
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Creighton 3263
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www.ndz.gov.za

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY
PROVISION OF BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS
RE-ADVERT
BID NO: BTO–B044/21/22

Name of bidder	
Telephone/Cellphone No.:	
Fax No:	
Address:	
Tender sum in Rands:	
Tender sum in words:	

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ADVERT
PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS
RE-ADVERT
BID NO: BTO - B044/21/22

REQUEST FOR TENDER: DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

Dr Nkosazana Dlamini Zuma Municipality is requesting bid from suitably qualified and experienced Service Providers for Banking services for a period of 5 years.

This bid will be evaluated in terms of the pre-qualification and 80/20 Preferential Procurement Point system and the points will be allocated as follows. **80 – Price, 20 - BBBEE.**

COMPULSORY BRIEFING

NB: There is a compulsory briefing on the 3th November 2022 at Dr Nkosazana Dlamini Zuma Municipality Creighton office at 10:00am, NB: late bidders will not be admitted/ allowed in to the meeting after 10:15am.

AVAILABILITY OF DOCUMENTS

Bid documents will be available at the Creighton Office from the **17th October 2022** during office hours. The cost of the Bid document is **R476.00** which is non-refundable. An Electronic copy is available on our website (www.ndz.gov.za) for **FREE.**

DOCUMENTS TO BE SUBMITTED WITH THE QUOTATION:

- Submission of a Certified B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or sworn affidavit
- Proof of registration with CSD
- Tax compliance status pin
- Submit proof that the bidder and its directors do not owe municipal rates and services
- A Detailed Company Profile (with relevant experience)
- MBD1,4,8 and 9 fully completed
- Form of offer fully completed

NB: This bid is restricted to banks that are registered in terms of the Banks Act. (Act No.94 of 1990)

EVALUATION CRITERIA

The bids will be evaluated in two stages, namely:

- Stage 1- Functionality
- Stage 2- Price and BBBEE Points

Only Bidders who score 70 points or more on Functionality will be evaluated further and thereforeeligible for the award.

ITEM	Weight
STAGE 1 OF EVALUATION – FUNCTIONALITY	
Functionality	**100**
Technological Potential	**45**
Locality	**15**
Relationship / Account Executive Team	**20**
Project Methodology	**20**
Refer to table below for detailed scoring table and requirements documentation.	
STAGE 2 OF EVALUATION – PRICE & PREFERENTIAL POINTS	
BBBEE POINTS	**20**
Price	**80**
TOTAL	**100**

CLOSING DATE:

Bid documents must be submitted in a sealed envelope clearly marked with the Tender number and closing date and dropped off in the tender box at the **Dr Nkosazana Dlamini Zuma Municipality Offices, Main street, Creighton** by no later than **the 15th December 2022 before 12:00pm.** Late or faxed bids will not be accepted. Failure to comply with the above conditions will invalidate your offer.

The Dr Nkosazana Dlamini Zuma Municipality reserves the right not to make an appointment.

NB: Bid will remain valid for a period of 90 days from date of the closing of the Bid.

ENQUIRIES

Enquiries may be directed to the following persons during office hours (08:00 – 16:30)

Procedure related enquires: Miss N Holiwe (039) 833 1038

Technical Enquiries: Mr P Mtungwa (039) 833 1038

Mr. N.C. VEZI
Municipal Manager

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)*					
BID NUMBER:	BTO – B044/21/22	CLOSING DATE:	15th December 2022	CLOSING TIME:	12:00
DESCRIPTION	PROVISSION OF BANKING SERVISES				

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

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

Main Street
Creighton
3263

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 [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	BTO	CONTACT PERSON	Mr P mtungwa
CONTACT PERSON	Miss N Holiwe	TELEPHONE NUMBER	(039) 833 1038
TELEPHONE NUMBER	039 833 1039	FACSIMILE NUMBER	
FACSIMILE NUMBER	039 833 1035	E-MAIL ADDRESS	[illegible]ndz.gov.za
E-MAIL ADDRESS	holiwen@ndz.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: .....

TERMS OF REFERENCE

It is the intention of the Dr Nkosazana Dlamini Zuma municipality to enter into a formal contract with a service provider that will carry out the services described hereunder. These Terms of Reference and the service provider's proposal will form the basis of the contract.

BACKGROUND

In terms Section 7 of the Municipal Finance Management Act 56 of 2003, a municipality must open and maintain at least one bank account in the name of the municipality.

All money received by a municipality must be paid into its bank account or accounts, and this must be done promptly and in accordance with Chapter 3 of the MFMA and any requirements that may be prescribed.

Legislative Compliance:

- All banks must be registered in terms of the Bank Act 94 of 1990, as per Section 7 3(b) ofthe MFMA Act no 56 of 2003.
- The banks must also be a member of the Payments Association and Credit Clearance House.
- Bidders are expected to incorporate into their banking solution proposal that will ensure compliance with the following: -
    - Constitution of R.S.A, Act 108 of 1996
    - Municipality Systems Act 32 of 2000 as amended
    - Municipal Finance Management Act 56 of 2003
- Any other applicable legislation

PURPOSE

To achieve the above the banking service provider must:

- Have a Relationship Manager / team based within the Dr Nkosazana Dlamini Zuma municipality.
- Provide consolidated reports on all bank accounts of Dr Nkosazana Dlamini Zuma municipality.
- Provide daily electronic downloads of transactions.
- Provide a central point for enquiry services that will allow a 24-hour turnaround time.
- Provide Short term debt facilities in accordance with section 45 of the MFMA.
- Facilitate electronic payroll facilities to all permanent staff and casuals.
- Provide an integrated banking solution for payments and receipts that is cost effective and efficient.
- Facilitate electronic payment system for sundry & creditors payments.
- Render daily cash collection and banking services for all monies collected from the cashiers of Dr NDZ Local Municipality in 3 collection points (Creighton, Bulwer and Himeville)

- Provide Physical Banking and debit order facility

FOOTPRINT.

i. Availability of branches, service points and support staff within the area of Dr Nkosazana Dlamini Zuma local Municipality
ii. Availability of points for the public to pay municipal accounts within the subscribed municipal area.
iii. The service provider must install if not already there are ATMs with withdrawal and deposit function in the four main towns of NDZ (Underberg, Bulwer, Donnybrook & Creighton) within twenty-four months of appointment.
iv. It should be noted that this tender is not for investment purposes. Whenever there is a need for investment, a separate process would be done in terms of municipal Cash Management, Banking and Investment Policy.

SPECIFICATION AND REQUIREMENTS

Services and Costs

a. Online Banking Security;
b. Online Customer Transactions;
c. High volume transactions.
d. Identification of allocated deposits.
e. The bidder must indicate whether it has a direct online stop payments facility and the reversal thereof,
f. Has ability to handle large volumes of transactions online
g. Has direct online function to enquire on the status of all relevant bank accounts
h. The bidder must provide solutions to identify and reduce unknown deposits
i. The successful bidder would be required to provide a minimum of 8 Speed points/Swipin machines of which 3 should be portable machines and should have a compulsory built-ir requirement for the capturing of Reference number which should allow a minimum of ten digits for all transactions to be successful/completed.
j. The ability to submit information in a format which meets with the SAMRAS System for bank reconciliation purposes.
k. Ability to process payments extracted from SAMRAS system.
l. Ensuring that NDZ is registered as one of the bank approved beneficiaries (cost associated with this service should be indicated in the proposal)

Cost Structures

Bank Charges and the time frame that the rates will be effective for: -

i. Monthly Services;
ii. Deposits and other forms of payments;
iii. Other charges like same day clearance
iv. Online Banking.
v. Fee for collection and safekeeping of cash.
vi. Any other costs associated with the banking services

Financing Rates;

i. Short term debt facility
ii. Asset Based Finance;
iii. Operating Rentals.

Investment Portfolio

a. Products;
b. Charges;
i. Administration;
ii. Commission;
iii. Switching Funds.
c. Administration of the Portfolio;
d. Interest earned on available funds.

Banking Services and Product Range;

The bidder must provide a full set of electronic and other banking products and services to the Municipality such as-:

A. CASH MANAGEMENT SERVICES

- Supply information indicating procedures and authorization requirements for cash deposits, withdrawals, stop payments instructions and any other services provided relating to the handling of cash with the associated costs,
- Can sort information based on deposit identification;
- Must provide real time cash management information to optimize the municipality's fund management;
- The Cash Management System must play a role in optimising cash balances and reducing costs associated with the management and movement of funds.
- The Bidder must provide the municipality with cash drop box facilities to secure cash collected from all municipal sites.
- Provision of cash in transit services and insurance thereof.

B. Daily aggregation of deposit accounts and cashing facilities;

C. The provision of interfaces between the bank's electronic system and the municipality's financial accounting system to enable electronic reconciliations;

- Provide electronic identification and reconciliation of counter deposits;

D. Electronic Banking

- Provide electronic bank statements the following day after deposits are made;
- Multi-layered security enabling individual access to transfers and/or enquiries irrespective of physical with audit trial capabilities;
- Has the capacity for the municipality to identify and offer modular cash management functionalities;
- Payroll data transmission electronically from NDZ local municipal payroll system (Samras) through the electronic banks portal for credit to the employee's bank accounts at the financial institutions of their choice.

- The total amount of each payroll is charged to NDZ Current Account. With over 300 employees and 29 Councilors on the governance structures, the bidder's banking system should be able to handle the monthly volume of electronic transactions processed regardless of amount and number as they may differ from month to month.
- Must be able to operate as a house keeper if more than one banker is involved to facilitate the daily sweeping;
- Have predetermined electronic payments set up with standards payments details for both third party payments and internal transfers;
- Have adhoc electronic transfer system for 3rd party payments and internal transfers;
- The bidder should be able to process payments to international service providers on request by the municipality.
- Has the ability to assist the municipality in applying limits to transactions and account and the monitoring thereof;
- Provide for deposit identification with electronic transfers and deposits, the number and type of characteristics should be supplied;
- Has the ability to supply information pertaining to unpaid ACB transactions and rejections
- Bidder should update bank signatories with transaction details via SMS/email and any suspicious transactions taking place

E. Reporting, Audit Trails and Queries

- Supply information of its ability to provide daily and monthly cash management reports and statements;
- Provide information as to what audit trials will be available in what format and how daily and adhoc queries will be addressed. Response time to supply statements should be stated;
- Indicate whether it can provide a breakdown of information of the bank charges and costs to allow the municipality to reconcile with proposal prices;
- Indicate any additional costs that are incurred with the supply of information;
- Demonstrate executive reporting facilities to assist in the control and monitoring of accounts and exceptions reporting for amounts that exceed a specific limit and unusual patterns of spending.
- Bidder should be able to confirm balances of all accounts at year-end directly to auditors on request.

F. Non-financial and Additional Services.

a. General Advice;
b. Bank Training for applicable municipality staff;
c. Risk Management.

G. Project and Asset Financing Products/ Corporate accounts

a. Leasing (buildings and machinery);
b. Financing (buildings and machinery);
c. Rentals;
d. Fleet management services;
e. Maintenance;
f. Hire purchase;
g. Capital Projects

h. Travel corporate account

H. **Fleet Management Solution**

Information to the availability and costs of fleet cards or an Automated Fleet Solution should be indicated. The Dr Nkosazana Dlamini Zuma municipality, through its Corporate Fleet Management, operates a fleet complement of around 70 vehicles. The Service Provider should indicate its possibility for an Automated Fleet Solution, whereby all on-road fuel and oil, repairs and maintenance are negotiated and administered by service provider, settling the account on a monthly basis. If the Automated Systems are run through another service provider, the contract for the fleet solution will be signed with the Bank. The bank to indicate other value-add services to streamline the day-to-day management of municipal fleets.

SPECIFIC REQUIREMENTS AND ISSUES

I. **Short Term Facilities required (if there is a cost involved for this service, please include it in the Pricing Schedule)**

The municipality may require either cash backed or non-cash backed guarantees from the Bank. Please ensure that there is a facility available at all times and give indicative rates for such facilities.

The Proposal must also indicate what the pricing will be on positive or credit balances. Proposals may also consider proposing different rates for different levels of facilities and or balances.

J. **Custodian Services (if there is a cost involved for this service, please includeit in the Pricing Schedule)**

Other safe custody services for material other than financial script must also be included in this section.

K. **Settlement Agent (if there is a cost involved for this service, please include itin the Pricing Schedule)**

The Bidder must indicate whether it is an official settlement agent of the Bond Exchange of South Africa.

L. Other Services (If there is a cost involved for this service, please include it in the Pricing Schedule. If the cost relating to this offering is for the Municipality or the Employees, then this must be clearly stated on the pricing schedule)

M. Computer Systems and Technical Equipment (if there is a cost involved for this service, please include it in the Pricing Schedule)

Please provide a technical specification to enable the Bidder to interface with the computer systems of the Municipality.

Any additional hardware that would be required to ensure that the Municipality's IT

system functions effectively.

The Communication Software that will be made available to allow the systems to link and talk to each other.

Information on the connection protocol or service provider that the Bidder must subscribe to.

Security assurance and confidentiality in connectivity between the Municipality and the Bidder.

All IT related roles and responsibilities must be clearly outlined.

N. Security Procedure and Insurance (if there is a cost involved for this service,please include it in the Pricing Schedule)

Please provide information as to what security procedures are being followed to prevent fraudulent practices in terms of commerce, deposits, cash, etc.

Please provide information as to what insurance arrangements are in place or should be put in place as part of the Proposal to protect the Municipality against any loss, and the cost thereof.

Outline a plan to provide the Municipality's senior management and its employees with ongoing advice and training on fraud prevention and methods of detecting fraud.

Advice and facilities to detect money-laundering activities.

O. Training and Skills Transfer (if there is a cost involved for this service, pleaseinclude it in the Pricing Schedule)

The Municipality is continuously focusing on the skilling and the training of its Staff. The Bidder is required to provide the Municipality with a detailed proposal outlining a training strategy and plan with timeframes with regard to, among others, the following.
Training that will be provided on the various banking products and facilities that will be used by the Municipality.

- Training of Front-Line Staff
- Training on Customer Care, Cash Handling, Detection of fraud, etc.
- Continuous on-site training on the use of the Bidders electronic banking systems.

P. Service Level Agreement

The Bidder must provide a pro forma copy of a service level agreement that will allow the Municipality to monitor the performance under the contract and have remedies on how best to solve the problem. When every avenue has been exhausted the Municipality may decide on its discretion to terminate the agreement.

The service level agreement must also indicate how costs and services are evaluated and adjusted on a regular basis. **The quoted prices will be subject to a maximum annual increase in CPI, based on the proposed level of service.**

Where the Bidders provide for a smaller adjustment, this should be clearly indicated in this manner. The Service Level Agreement shall be subject to scrutiny and negotiate with the Municipality.

Q. Demonstrating financial stability and viability of The Bidder

The Bidders must demonstrate in written submission the financial stability of their organization for detailed evaluation. The Bidders are therefore obliged to furnish the Municipality with their latest credit rating report prepared by an independent credit rating agency.

a. Bank contact Centre numbers must be made available to place on all ads toencourage our customers to register for electronic banking to pay accounts.
b. All payment points and other Centres identified where payment is made to beequipped with Debit Card Facilities.

R. Corporate Social Responsibilities

Please outline in detail your contribution to Social Development making reference to amongst others the following:

a. Community Development Initiatives
b. Community Projects
c. Corporate Social Investment
d. SMME access to finances particularly targeted to geographical area of NDZ Local Municipality
e. Financing initiatives to the lower income groups
f. Enterprise Development
g. Empowerment Financing
h. Education
i. Job Creation
j. Community Based HIV/AID Programme

S. Broad Based Economic Empowerment and Employment Equity

Please outline in detail your overall BEE STRATEGY, BEE IMPLEMENTATION PLAN AND PROGRAM

IMPLEMENTATION SCHEDULE

- The service provider will be responsible for the compilation of the "Project Programme", detailing activities and time frames for provision of the Terms of Reference. This should be provided to Dr Nkosazana Dlamini Zuma municipality within 14 days of appointment and presented to the Project Manager.
- Any deviation from the accepted Programme should be pre-negotiated with the Municipality.

T. FURTHER REQUIREMENTS FOR THE PROVISION OF BANKING SERVICES TO THE DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

1. All Bidders must be registered in terms of the Bank Act, Act 94 of 1990. Proof of registration to be provided. Failure to provide proof of registration will result in the proposal not being considered.

2. Key individual (s) of the Relationship Management team (C.V of the manager / operators of the service to be included in the bid submission).
3. Proof of Financial standing and access to Capital, Level of Capital
4. Clear legal Structure / Shareholding of internal reward and risk sharing for the project.
5. The contract will be for duration of 5 years.

NB. Dr Nkosazana Dlamini Zuma municipality is under no obligation to award the bid to the highest point scoring bidder.

MR .M.P . MTUNGWA
CHIEF FINANCIAL OFFICER

MR.N.C. VEZI
MUNICIPAL MANAGER

PROVISION OF BANKING SERVICES

MBD 3 - PRICING SCHEDULE

Section	Description	Estimated Annual Quantities	Basis of Charge	Item Price (Excl. VAT) Rand value or % as applicable	VAT	TOTAL PRICE (Including VAT) Rand value or % as applicable
1.1.	**Handling Fees**					
1.1.1.	Fixed fee per debit item	2 300	Per Item			
1.1.2.	Cash Deposit Handling Fee	R50 Million	% Per Rand Value			
1.1.3.	Enhanced Deposit Identifier Set-up Fee (CheckDigit Verification)	60 000	Per Item			
1.1.4.	Cost.for stop payments	24	Per Item			
1.1.5.	Other banking service fees: Pay andClear Now Service	50	Per Item			
1.1.8.	Consolidated Payments	24	Per Item			
1.1.9.	Correcting an error on Deposits	120	Per Item			
1.1.10.	Debit Orders	24	Per Item			
1.1.11.	Petty Cash withdrawal: Counter	12	Per Item			
1.1.12.	Unpaid debit order (service fee)	16	Per Item			
1.1.13	Reversal of debit orders	48	Per Item			
1.1.14	Reference Validation Transaction Fee: Over the Counter	1	Per Item			
1.1.15	Reference Validation Transaction Fee: Electronic channels	1	Per Item			
1.1.16	Reference Validation Transaction Fee: Electronic channels – other banks	1	Per Item			
1.2.	**Bank Statements**					
1.2.1.	Emailed Copies (7 accounts)	96	Per Item			
1.2.2.	Electronic Format Download (7accounts)	96	Per Item			
1.2.3.	Auditors Report	1	Per Item			

Section	Description	Estimated Annual Quantities	Basis ofCharge	Item Price (Excl. VAT) Rand value or % as applicable	VAT	TOTAL PRICE (Including VAT) Rand value or % as applicable
1.2.4.	Banks report per code	1	Per Item			
1.2.5.	Copies of the documents	12	Per Item			
1.2.6.	Certificate of balance	1	Per Item			
1.2.7.	Long outstanding queries raised after 3months or more.	12	Per Item			
1.2.8.	Statement recreates (Archives)	28	Per Item			
1.2.9	Daily emailing of statements in pdf and excel		Per Item			
1.3.	**Bulk Filing**					
1.3.1.	Image Enquiry	1	Per Item			
1.3.2.	Imaging of Deposit Slips	12	Per Item			
1.3.3.	Tracing of Unidentified Deposits	1000	Per Item			
1.4.	**Stationery**					
1.4.1.	Deposit books- Pre-printed, carbonized in triplicate- 50 pages (Personalized deposit books (pre-printed with account name, number and branch code)	50	Per Item			
1.5.	**Guarantees**					
1.5.1.	Issuance Cost	2	Per Item			
1.5.2.	Monthly Fee- R, or	2	Per Item			
1.5.3.	Monthly Fee- %	2	Per Item			
2	**Electronic Banking**					
2.1.	**Cash Management System (Desktop PC or Laptop Based)**					
2.1.1.	Installation- Once Off Fees (per user)	18	Per Item			
2.1.2.	Core financial system/Financial Management System (Once-off) integration	1	Per Item			
2.1.3.	Operator Fees- Per Operator / SystemManager / Administrator	18	Total 12monthly instalments			
2.1.4.	Cash Management report	1	Per Item			
2.2.	**Transaction Fees**					

Section	Description	Estimated Annual Quantities	Basis ofCharge	Item Price (Excl. VAT) Rand value or % as applicable	VAT	TOTAL PRICE (Including VAT) Rand value or % as applicable
2.2.1.	Credits (Payments against availablefunds)	36 000	Per Item			
2.2.2.	Payments exceeding R5 million	30	Per Item			
2.2.3.	Immediate interbank paymenttransaction fee	12	Per Item			
2.2.4.	Account holder verification	20	Per Item			
2.2.5.	Account confirmation	1	Per Item			
2.2.6	Reversal of processed EFT (successful/unsuccessful)	1	Per Item			
2.2.7	Query of a disputed item	1	Per Item			
2.2.8	Query fee per transaction older than 3 months	1	Per Item			
2.2.9.	Download of a detailed user report	1	Per item			
2.2.10	Downloading of statistical reports	1	Per Item			
2.3.	**Banking notification and reminder charges**					
2.3.1.	E-mail	250	Per Item			
2.3.2	SMS	48	Per item			
2.3.4	inContact (for approval of payments)	1	Per Item			
3	**Payments & Collections Via Host-to-Host connectivity (Including ACB Fees)**					
3.1.	Registration / Implementation Fee	1	Once-Off			
3.2.	Minimum Monthly EFT Fee- Host to Host	12	Per Month			
3.3.	**EFT Transactions- Credits**					
3.3.1	One-Day Credits	33 000	Per Item			
3.3.2	Charge per Transaction > R 5million	40	Per Item			
3.3.3	Two-day Credits	14 000	Per Item			
3.4.	**EFT Transactions- Debits**					
3.4.1.	2 Day Value Debits (Same Bank)	41 000	Per Item			

3.4.2.	2 Day Value Debits (Other Banks)	55 000	Per Item			
3.4.3.	Same Day Value Debits	10000	Per Item			
3.4.4.	Charge per Transaction > R 5million	50	Per Item			
3.5.	**Penalties**					
3.5.1.	Unpaid	600	Per Item			
3.5.2.	Re-Directs	50	Per Item			
3.6.	**Automated Aggregate Limit Usage**					
3.6.1.	On every transmission (Aggregate limitenquiry- Specify)	12	PerTransaction			
3.6.2.	Daily	365	Per Day			
3.6.3.	On Request	2	Per Item			
3.6.4.	Additional Charges in Respect of ErrorProcessing- If aggregate value limit is exceeded	1	Per Item			
3.6.5.	Additional Charges in Respect of Error.Processing- If data is technically incorrect	40	Per Item			
3.6.6.	Additional Charges in Respect of Error Processing- If submitted after the agreed cut-off time	1	Per Item			
3.7.	**Account Holder Verification**					
3.7.1.	Tenderer's bank validation	3 400	Per Item			
3.7.2.	Other bank's validation	4 600	Per Item			
4	**Electronic Statements**					
4.1.	Initial Registration Fee	1	Once-Off			
4.2.	Fixed Monthly Fee	12	Per Month			
4.3.	Per Statement Record	50 000	Per Line Item			
4.4.	Add Additional Account- Per additionalaccount added to an existing Electronic Statement Delivery System	2	Per Item			
5	**Branch Deposit Identification**					
5.1.	Initial Registration Fee- Once-Off	1	Once-Off			
5.2.	Fixed Monthly Fee	12	Per Month			
5.3.	Price per Deposit- Free Format	3 600	Per Item			

Section	Description	Estimated Annual Quantities	Basis ofCharge	Item Price (Excl. VAT) Rand value or % as applicable	VAT	TOTAL PRICE (Including VAT) Rand value or % as applicable
6	**Electronic Deposit Identification**					
6.1.	Initial Registration Fee- Once-Off	1	Once-Off			
6.2.	Fixed Monthly Fee	12	Per Month			
6.3.	Price per Deposit	70 000	Per Item			
7	**Maintenance, Support & Training**					
7.1.	Maintenance & Support- Per Hour orpart thereof, including travel time	10	Per Hour			
7.2.	Training- Per Hour or part thereof,including travel time (After implementation)	10	Per Hour			
7.3.	Help Desk Enquiries	60	Per Item			
7.4.	Transaction tracing (Client Support)	60	Per Request			
7.5.	Password reset at helpdesk	15	Per Request			
7.6.	Self-Assisted password reset	15	Per Reset			
7.7.	Re-Issue of Invoices	1	Per Item			
8	**Computer Hardware:**					
8.1	**Any additional computer hardware or software required that must be** procured by the municipality in order for the proposed banking systems to interface with the Municipality's Core Financial Management System and / or to operate at the required level of efficiency (host to host)					
8.2.	Monthly Operating Cost	12	Per Month			
9	**Fleet Management Services**					
9.1.	Once off installation fee	1	Once off			
9.2.	Admin Fee/Charges per fleet item	70	Per Month			
9.3.	Other Fees (Please specify)	1	Per Month			
				TOTAL PRICE (to be taken to Form of Offer)		

	Year 2	Year 3	Year 4	Year 5
Annual increase				

Annual increase percentage should not be more than CPI.

EVALUATION CRITERIA

The following evaluation method will be used:

- After the closing date of bid invitation, an appointed evaluation committee of officials and possiblyother external parties / experts will evaluate the proposals of the bidders.

The bids will be evaluated on three categories, namely:

- Stage 1 – Eligibility Criteria- Prequalification compliance assessment
- Stage 2- Functionality
- Stage 3- Price and BBBEE Points

Eligibility Criteria- Prequalification compliance assessment

Bidders who have not complied with the tender requirements such as attendance at the tender briefing as well as submission of documents before closing date will be eliminated andother requirements as listed on the tender document.

Functionality

- Only Bidders who score 70% or more on Functionality will be evaluated further and therefore be eligible for the award. A bid will be disqualified if it fails to meet the minimum threshold of 70% value for functionality as per the bid invitation.

Price and Preference

• **Price**	**80 points**
• **B-BBEE verification status**	**20 points**
• **Total**	**100 points**

FUNCTIONALITY.

A minimum score of 70 points out of 100 points must be score in order to proceed to Price and Preferential Points

CRITERIA FOR FUNCTIONALITY	POINTS	Page reference to brochure or proposal
Description		
Technological Potential	**Maximum 45**	
Proof of ability to process same day payments to other banks 5 points ▪ Brochure or proposal attached – 5 points	**5**	
Ability to process same day clearance – 5 points ▪ Brochure or proposal attached – 5 points	**5**	
Ability to process collection /debit order facility – 5 points ▪ Brochure or proposal attached – 5 points	**5**	
Ability to update users via in contact/SMS/email – 5 points ▪ Brochure or proposal attached – 5 points	**5**	
User access is controlled via authorized profile – 5 points ▪ Brochure or proposal attached – 5 points	**5**	
Banking is accessed via online service 24 hours a day – 5 points ▪ Brochure or proposal attached – 5 points	**5**	
Users are able to print statements online, stop transactions online, reverse debit orders online – 5 Points ▪ Brochure or proposal attached – 5 points	**5**	
The system allows more than one user to authorised online transactions – 5 points ▪ Brochure or proposal attached – 5 points	**5**	

CRITERIA FOR FUNCTIONALITY	POINTS	Page reference to brochure or proposal
Users are assigned authorization limits – 5 points ▪ Brochure or proposal attached – 5 points	**5**	
Presence within Dr Nkosazana Dlamini Zuma municipality Bidder must demonstrate presence within Dr Nkosazana Dlamini Zuma municipality. Availability of a branch in Underberg or Creighton or Bulwer or Donnybrook area **(15 Points)**	**Maximum 15**	
Relationship/Account Executive Team ▪ Extent of Public Sector Banking experience of the Relationship/Account Executive managementteam: - 5 years and above experience **(20 Points)** - 3 to 4 years' experience **(10 Points)** - 1 to 2 years' experience **(5 Points)** - Less than 1-year experience **(No Points)** NB: Copies of CV's, Certified Certificate/Qualification in banking for Relationship/Account Executive Management team must be disclosed failure which no points will be allocated	**Maximum 20**	

CRITERIA FOR FUNCTIONALITY	POINTS	Page reference to brochure or proposal
Project Methodology ▪ **Detailed project implementation plan with time frames as per Implementation and Training requirements in executing the contract successfully. This will entail account manager visiting** ▪ **NDZ Local Municipality regularly to check if there are any challenges being experienced and resolving them. This will also involve the account manager visiting NDZ Local Municipality and presenting new products and services on a regular basis. (10 Points)** Plan for account manager attached / referenced (10 points) ▪ **Allocated team and Project team. The more experienced and skilled the team and project managers are, the more points will be allocated (10 points).**	**Maximum 20**	
▪ **Project Team leader** - With 5 years and above experience (10 Points) - With 4 years (6 Points) - With 3 years (3 Points) NB: Copies of CV's and certified qualifications of Project Team must be enclosed failure which no points will beallocated		
TOTAL	**100**	
Minimum points	**70 points**	

MANDATORY INFORMATION

Description	Completed	
	Yes	No
➢ Audited financial statements for the last 3 years.		
➢ Memorandum and articles of association.		
➢ Company structure and company profile.		
➢ Tenderers are to furnish full details of its ownership and shareholding details.		
➢ Proof of its physical address.		
➢ Banking license.		
➢ Any license issued to the successful tenderer by the Financial Services Board (FSB), or any other body or institution.		
➢ License issued by the national credit regulator.		
➢ Proof of compliance with the Employment Equity Act.		
➢ In terms of section 28 of the municipal supply chain managementregulations, tenderers shall provide NDZ with a list of all its property situated within the municipality's area of jurisdiction as well as an updated status of the accounts relating to municipal rates and taxes and municipal services for those properties, thereby ensuring that these charges are not in arrears.		
➢ TAX Pin		
➢ In terms of section 84 of the local government: municipal systemsact 32 of 2000, the tenderers shall provide NDZ with a copy of the draft agreement in respect of the provision of banking services, which may be made available for public inspection		
➢ Proof of registration in terms of the bank Act, (Act No.94 1990)		
a) Proof of registration with CSD- starting with (MAAA)		

b) Joint Venture Agreement (if necessary)	
c) Submit proof that the bidder (Company) and its (directors) do not owe municipal services. -Attach updated municipal rates, water or electricity statement not in arrears for more than 90 days Or -Attach a valid lease agreement if the director is leasing offices and residential Property with a confirmation letter from the landlord confirming that the municipal rates and services are in order Or - Attach exemption letter from the relevant municipality. Or - Attach affidavit if the Municipal Account is under your parents or siblings and they are responsible for paying municipal rates (if the address is the same as yours) and attach the copy of the Municipal rates and services for the above mentioned. Or - Attach copy of a marriage certificate and municipal account statement for rates and services, if Municipal account is under your spouse.	
d) Form of offer fully completed	
e) MBD 1,4,6.2,8, 9 and annexures C, D & E fully completed	

NB: Failed to submit the above documents your tender will be disqualified

DOCUMENTS TO BE SUBMITED	TICK
a) Certified Copies of CK Documents / Sole proprietary	
b) Valid Tax Pin certificate (with your pin number print and attach on the document Tax Pin Certificate)	
c) Certified BBBEE verification certificate for Preferential points claim or sworn affidavit	
d) Certified copies of Identification documents of all members/directors of the entity	

CERTIFICATE OF ACKNOWLEDGEMENT

This is to certify that I _____

Representing_____

In the company of a representative of Dr Nkosazana Dlamini Zuma Municipality I carefully examined the document and have made myself familiar with all the requirements.

I further certify that I am satisfied with all the descriptions for the appointment of a service to Provide banking services for period of 5 years for the Dr Nkosazana Dlamini Zuma Municipality by the said representative.

_____

BIDDERS SIGNATURE

_____

REPRESENTATIVE OF THE MUNICIPALITY

OFFICIAL DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY STAMP

FORM A: RELEVANT EXPERIENCE

The Bidder shall enter in the spaces provided below a list of relevant experience with similar projects.
NB: Failure to provide the necessary information will compromise the proposal.

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year
Client:…… Person:…… Tel.:…… Fax:……			
Client:…… Person:…… Tel.:…… Fax:……			
Client:…… Person:…… Tel.:…… Fax:……			
Client:…… Person:…… Tel.:…… Fax:……			

REQUEST FOR BIDS: PROVISION OF BANKING SERVICES

INDIVIDUAL SHAREHOLDERS TAX NUMBERS

NAME OF SHAREHOLDER	TAX NUMBER

TAX PIN CERTIFICATE REQUIREMENTS

It Is a condition of the bid that the taxes of the successful bidder must be in order or that satisfactory arrangement have been made with South African Revenue Service (SARS) to meet the bidders tax obligations.

1. In order to meet these requirement bidders are required to complete in full the form TCC 001 "Application for Tax Pin Certificate" and submit it to any SARS branch office nationally. The Tax Pin Certificate Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Pin Certificate that will be valid for a period of 1(one) year from the date of approval.

3. It is the duty of the bidders to ensure the validity of the Tax Pin Certificate.

4. The original Tax Pin Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Pin Certificate will result in the invalidation of the bid. Certified copies of the Tax Pin Certificate will not be acceptable.

5. In bids where Consortia/Joint Ventures /Sub Contractors are involved, each party must submit a separate Tax Pin Certificate.

6. Copies of the TCC 001" Application for a Tax Pin Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

7. Application for Tax Pin Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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.

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

3.8.1Ifyes, 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.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1If yes, furnish particulars.

.....

.....

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

3.11.1If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity Name of Bidder

.....

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 WAS AMENDED TO ALIGN WITH NEW B-BBEE CODES OF GOOD PRACTICE IN THE 2017 REGULATIONS
PURCHASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Broad Based Black Economic Empowerment (BBBEE) preference points.
9

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; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

1.5. 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. GENERAL DEFINITIONS

2.1 **"Acceptable bid"** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2 **"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, works or services.

2.3 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.

2.7 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.11 **"Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 **"Person"** includes reference to a juristic person.

2.14 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 **"Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 **"Sub-contracting"** means the primary contractor's assigning or leasing or 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.

2.17 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

2.18 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis.

3.3 Points scored will be rounded off to 2 decimal places.

3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

4. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.

6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by each entity, to be entitled to preference points in respect of BEE.

6.6 A person awarded a contract as a result of preference for contracting with, may not subcontract more than 25% of the value of the contract to a person who is not an BEE compliant or does not qualify for the same number or more preference for BEE.

7. BID DECLARATION

7.1 Bidders who claim points in respect of BEE must complete the Bid Declaration at the end of this form.

8. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

_____

_____

9. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

10. **MUNICIPAL INFORMATION**
(DISCTRICT MUNICIPALITY ACCOUNT) *WATER AND SANITATION ACCOUNT

District Municipality where business is situated: .....

Registered Account No: .....

Stand No: .....

(LOCAL MUNICIPALITY ACCOUNT) *RATES, REFUSE, ELECTRICTY ACCOUNTS

Local Municipality where business is situated: .....

Registered Account No: .....

Stand No: .....

11 **TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?** .....

12 Consortium / Joint Venture

12.1 In the event that preference points are claimed for BEE members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of joint venture or consortium partner (to be consistent with paragraph 9.8)	**Percentage (%) of the contract value managed or executed by the Joint Venture or Consortium Partner**

12.2 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the BEE status, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct.

(ii) The BEE status claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

(iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

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

(b) 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;

WITNESSES:

1. .....

2. .....

Signature(s) of bidders

MBD 8

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 as a company or person prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	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)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes ☐	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

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. How-ever communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;

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

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

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

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

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

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

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

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

.....	.....
Signature	Position
.....	.....
Name of bidder	Date

AGREEMENTS AND CONTRACT DATA

Form of Offer and Acceptance

A: Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

BID NO: BTO – B044/21/22 PROVISION OF BANKING SERVICES FOR A PERIOD OF 5 YEARS

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this apart 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 PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS

.....

.....

..... Rand (in words);

R ..... .(in figures),

This offer may be accepted by the employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature: .....

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

Capacity of Signatory: .....

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

Address: .....

.....

Tel: ..... Fax: .....

Witness:

Signature: ..... Name: ....

Date: .....

Failure to complete and sign this form will invalid your bid

B: Acceptance

By signing this part of this 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

- Pricing data

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), 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 fulfil any of these obligations in accordance with those terms shall constitute a repuzdiation 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 within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature: .....

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

Capacity: .....

Name of Employer *(organization):* .....

Address: .....

.....

.....

Witness:

Signature: .....Name: ....

Date: .....

CONDITIONS OF CONTRACT

Contract No. _____

Name of Contract: _____

_____

entered into between

Name of Institution

_____

herein represented by _____

in his/her capacity as _____

and

Name of Vendor

_____

Registration Number

_____

herein represented by_____

in his/her capacity as _____

and duly authorized by resolution dated_____

a copy of which is annexed hereto marked _____

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Section A

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 Vendor, 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 Vendor 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 with the conditions of the contract or order.

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

1.10 **"Delivery into consignee's store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Vendor 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 markets 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 Vendor and not involving the Vendor'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 Vendor 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 Vendor 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/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 Institution purchasing the goods/works and/or service.

1.22 **"Republic"** means the Republic of South Africa.

1.23 **"SCC"** means the Special Conditions of Contract.

1.24 **"Services"** means that 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 Vendor covered under the contract.

1.25 **"Written"** or **"in writing"** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.

2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Vendors, services or works.

2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of Contract Document and Information; Inspection

5.1 The Vendor 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 Vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

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

6. Patent Rights

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

7. Performance Security

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

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

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

b) a cashier's or certified cheque.

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

8. Inspection, Tests and Analysis

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or

contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor 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 Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.

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

9. Packaging

9.1 The Vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme

temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and Documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The Vendor 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 Vendor of any warranty obligations under this contract;

e) training of the Purchaser's personnel, at the Vendor's plant; and /or

f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the Vendor 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 Vendor for similar services.

14. Spare Parts

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

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

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

i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

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

15. Warranty

15.1 The Vendor 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 Vendor 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 Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the Vendor, 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 Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

16. Payment

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

16.2 The Vendor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Vendor.

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

17. Prices

17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

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

19. Assignment

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

20. Subcontractors

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

21. Delay in Vendor's Performance

21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor in accordance with the time schedule prescribed by the Purchaser in the contract.

21.2 If at any time during performance of the contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor 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 Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required or the Vendor's supplies or goods are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties, pursuant to GCC Clause 22,

unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without 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 Vendor'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 Vendor.

22. Penalties

22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/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/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for Default

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

a) if the Vendor 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 Vendor fails to perform any other obligation(s) under the contract; or

c) if the Vendor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the Purchaser terminates the contract in whole or in part, the Purchaser may decide to impose a restriction penalty on the Vendor by prohibiting such Vendor from doing business with the public sector for a period not exceeding 10 years.

23.4 If a Purchaser intends imposing a restriction on a Vendor or any person associated with the Vendor, the Vendor 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 Vendor 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 Vendor.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the Purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the Vendor and / or person restricted by the Purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-Dumping and Countervailing Duties and Rights

24.1 When, after the date of bid, provisional payments are required, or 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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor 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 as a result of an event of Force Majeure.

25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on Insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the Purchaser shall pay the Vendor any monies due the Vendor.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

a) the Vendor 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 Vendor to pay penalties and/or damages to the Purchaser; and

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation Programme

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

34. Prohibition of Restrictive Practices

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

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

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the Purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

This is to certify that I have read and checked this document and it is in line with National and Provincial Treasury Requirements/Regulations.

Prepared by:

CHAIRPERSON OF BSC: Z.L. DLAmini ..... SIGNATURE: .....

DATE: 14/10/2022

MANAGER SUPPLY CHAIN MANAGEMENT: ..... SIGNATURE: .....

DATE: .....