

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: GMT004/24-25

TENDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS

ENQUIRIES: MR. L WALLACE / MS. C NELL
YORK STREET
GEORGE
(044) 801 9032 / 9034

ISSUED BY:
MUNICIPALITY OF GEORGE
P O BOX 19
GEORGE
6530

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER:

SUPPLIER DATABASE NO.: MAAA

TOTAL FOR RATES (ALL APPLICABLE TAXES INCLUDED)

R

PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor and Point Claimed: Level: _____ Point Claimed: _____

Locality Status and Point Claimed: Locality: _____ Point Claimed: _____

B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

TENDER CLOSES AT 12H00 ON FRIDAY, 30 MAY 2025

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BIDDER CONTACT DETAILS

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company:		Mark choice of correspondence with X
Postal Address:	..... ..... ..... ..... Postal Code:	
E-mail Address:	.....
Telephone Number:	.....
Cellular Number:	.....
Facsimile Number:	.....

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT **TENDER NUMBER / NOMMER: GMT004/24-25**

Tenders are hereby invited for the **Provision of Banking Services for a period of five (5) years.**

Completed tenders in a sealed envelope, clearly marked:

Tender No. GMT004/24-25 must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, 71 York Street, George by no later than **12:00 on Friday, 30 May 2025**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

A compulsory briefing session will be held on Wednesday, 23 April 2025 at 10:00 via MS Teams. Tenderers must register per e-mail at Mr. Nico Zeelie with email address: nzeelie@george.gov.za before 10:00 on Tuesday, 22 April 2025 in order to receive an invite for the compulsory information session.

If tenderers do not register for attendance before 10:00 on Tuesday, 22 April 2025 with Mr. Nico Zeelie; tenderers will not be able to attend the compulsory information session, which will invalidate your tender.

Non-attendance of the compulsory briefing session will disqualify your tender.

Tender documents are available at a non-refundable deposit of R284.05 each from the Supply Chain Management Unit, First Floor, Civic Centre, 71 York Street, George.

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

Tenders will be evaluated and awarded as follows:

Stage 1: Functionality

Only tenders scoring a minimum of 75 out of 100 points in stage 1 will be further considered for evaluation in stage 2.

Stage 2: Price, B-BBEE Status and Specific Goals

Tenders will be evaluated and awarded in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

For more information, contact Mr. Leon Wallace at (044) 801 9032 or Ms. Clarina Nell at (044) 801 9034

The Municipality reserves the right to withdraw any invitation

Tenders word hiermee ingewag vir die **Voorsiening van Bankdienste vir 'n tydperk van vyf (5) jaar.**

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:

Tender Nr. GMT004/24-25 moet voor **Vrydag, 30 Mei 2025 om 12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat 71, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

'n Verpligte inligtingsessie sal op Woensdag, 23 April 2025 om 10:00 via MS Teams gehou word. Tendersaars moet teen Dinsdag, 22 April 2025 voor 10:00 per e-pos registreer by Mnr. Nico Zeelie by e-pos adres: nzeelie@george.gov.za om 'n uitnodiging na die verpligte inligtingsessie te ontvang.

Indien tendersaars nie voor 10:00 op Dinsdag, 22 April 2025 vir bywoning by Mnr. Nico Zeelie geregistreer het nie; sal tendersaars nie die verpligte inligtingsessie kan bywoon nie, en sal u tender ongeldig wees.

Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u tender gediskwalifiseer word.

Tender dokumente is verkrygbaar teen 'n R284.05 nie-terugbetaalbare deposito elk by die Voorsieningskanaal Bestuurseenheid op die Eerste Vloer, Burgersentrum, Yorkstraat 71, George.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.

Tenders sal as volg ge-evalueer en toegeken word:

Fase 1: Funksionaliteit

Slegs tendersaars wat 'n minimum van 75 uit 100 punte behaal in fase 1, sal verder vir evaluering in fase 2 oorweeg word.

Fase 2: Prys, B-BBEE Status en Spesifieke Doelwitte

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrigingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrigingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

Vir verdere inligting, kontak Mnr. Leon Wallace by (044) 801 9032 of Me. Clarina Nell by (044) 801 9034.

Die Munisipaliteit behou die reg voor om enige versoek

to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

**MR. G LOUW
ACTING MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530**

vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.

'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.

Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**MNR. G LOUW
WAARNEMENDE MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS

BID NUMBER: GMT004/24-25

CLOSING DATE: 30 MAY 2025

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit
The Civic Centre (1st Floor)
York Street
GEORGE

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: _____

Date: _____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____

(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: GMT004/24-25
TENDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD
OF FIVE (5) YEARS**

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: GMT004/24-25
TENDER FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD
OF FIVE (5) YEARS**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

and

and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address)

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE _____

SCHEDULE OF SUB-CONTRACTORS

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the works/goods/services.

If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.

Sub-Contractor's Name	Work Activities to be undertaken by the Sub-Contractor/s	Work Recently Executed by Sub-Contractor/s

TENDER SPECIFICATIONS

SPECIAL CONDITIONS OF CONTRACT

- a) Bids shall remain valid for 90 days after the tender closure date.
- b) Certificate of registration as Bank terms of the Banks Act, NO. 94 OF 1990 must be attached. Failure to submit documentary proof will be considered as submitting a non-responsive.
- c) It is expected of all bidders who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.
- d) A copy of the latest Credit Rating for the institution (bidder) should be submitted.
- e) All fees/cost must be VAT inclusive presented.

GENERAL INFORMATION

1. DESCRIPTION OF MUNICIPALITY

The George Municipality (WC044) is a local municipality located on the south-eastern coast of South Africa, ± 440 kilometres south-east of Cape Town. It forms part of the Garden Route District Municipality, situated in the Western Cape Province. The Garden Route District has the third largest district economy in the Western Cape, after the City of Cape Town and the Cape Winelands District. The Garden Route District is also geographically the third-largest district within the Western Cape Province. The City of George is the hub, nestled among the slopes of the majestic Outeniqua Mountains and flanked by the Indian Ocean.

The banking services the Municipality requires are set out under Terms of Reference.

It must be noted that should there be any other requirements or niche services which fall outside of the scope of this tender, the Municipality reserves the right to procure those services by means of a separate process, if found to be more effective, at the sole discretion of the Municipality, as part of this tender.

2. MFMA REQUIREMENTS:

2.1 Bank Account

In terms of MFMA Act. No. 56 of 2003, a Municipality must have a Primary Bank Account. The following monies are paid into the Primary Bank Account.

- All revenue due to the Municipality;
- All income received by the Municipality on its investments;
- All income received by the Municipality in connection with its interest in any municipal Entity including dividends;
- All money collected by the Municipality, Entity or other external mechanism on behalf of the Municipality;
- Any other monies as may be prescribed (See page 22 of MFMA 'Primary Bank Account').

2.2 Tender Request

In terms of the Municipal Financial Management Act, 2003 (Act 56 of 2003) - (MFMA), Supply Chain Management Regulation 30, the Municipality must procure banking services through a competitive bidding process. Therefore, all commercial banks registered in terms of the Banks Act, 1990 (Act 94 of 1990) are invited to tender for the provision of banking services to the George Municipality for a period of 5 years. The existing bank tender will expire on the 31 August 2025.

Tenders will be evaluated using the procedures as set out in the Tender document

2.3 Definitions

Definitions in the Local Government Municipal Finance Management Act 56 of 2003 apply throughout the Bid document, unless indicated otherwise.

“Creditor” In relation to a municipality, means a natural person and a legal entity to whom money is owing by the municipality.

“Debt” A monetary liability or obligation created by a financing agreement, note, debenture, bond or overdraft, or by the issuance of

municipal debt instruments. A contingent liability such as that created by guaranteeing a monetary liability or obligation of another.

“Financial Year” means the City’s financial year ending 30 June.

“Financing Agreement” Includes any loan agreement, lease, instalment purchase contract or hire purchase arrangement under which the municipality undertakes to repay a long-term debt over a period.

“Functionality” means the qualitative measurement according to predetermined norms of a service or community designed to be practical and useful, working or operating, considering quality, reliability, viability and durability of a service or community.

“In the service of the state” means to be:

- A member of
 - Any municipal council;
 - Any provisional legislation;
 - The National Assembly or National Council of Provinces;
- A member of the board of directors of any municipal entity;
- An official of any municipality or municipal entity;
- 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);
- An executive member of the accounting authority of any national or provincial public entity;
- An employee of Parliament or a provincial legislature.

“Investment”, in relation to funds of a municipality, means:

- The placing on deposit of funds of a municipality, with a financial institution;
- The acquisition of assets with funds of a municipality not immediately required with the primary aim of preserving those funds.

“Lender”, in relation to a municipality, means a natural person and a legal entity that provide debt finance to a municipality.

“Long-term debt” means debt repayable over a period exceeding one year.

“Month” means one of the 12 months of a calendar year.

“Municipal debt instrument” means any bond, debenture or other evidence of indebtedness issued by a municipality, including dematerialised or electronic evidence of indebtedness intended to be used in trade.

“Municipal entity” means:

- A private company referred to in section 868 (1) of the Municipal Structure Act;
- A service utility;
- A multi-jurisdictional service utility.

“Municipality”

- When referred to as a corporate body, means a municipality as described in section 2 of the Municipal Systems Act;
- When referred to as a geographic area, means a municipal area determined in terms of the Local Government Municipal Demarcation Act, 1998 (Act. No. 27 of 1998).

“Municipal Manager” means a person appointed in terms of section 82(1)(a) or (b) of the Municipal Structure Act.

“Municipal Service” has the meaning assigned to it in section 1 of Municipal Systems Act.

“Municipal Systems Act” means a tariff for services which a municipality may set for the provision of a service to the local community and includes a surcharge on such tariff.

“Municipal tax” means property rates or other taxes, levies or duties that a municipality may impose.

“Official” in relation to a municipality or municipal entity, means:

- An employee of a municipality or municipal entity;
- A person seconded to a municipality or municipal entity to work as a member of the staff of the municipality of municipal entity;
- A person contracted by a municipality or municipal entity to work as a member of the staff of the municipality or municipal entity otherwise than an employee.

“domestic commercial bank” defined as financial institution operating as a bank in terms of the Banks Act within the borders of South Africa and owned by its shareholders who are not necessarily depositors/customers of the bank.

“Primary bank account” means a bank account referred to in section 8(1) of the MFMA.

"real time payment" refers to the immediate processing and updating of transactions as they occur, without any significant delay. This means that when a transaction is initiated — such as a deposit, withdrawal, or transfer, it is processed and reflected in the account balance almost instantly.

"future payment" is the scheduling of a banking transaction(payment) to occur at a later date

“Quarter” means any of the following periods in a financial year:

- 1 July to 30 September;
- 1 October to 31 December;
- 1 January to 31 March;
- 1 April to 30 June.

“Security” means any mechanism intended to secure the interest of a lender or investor and include any of the mechanisms mentioned in section 48(2) of the MFMA.

“Service delivery agreement” has the meaning assigned to in section 1 of the Municipal Systems Act.

“Service Utility” has the meaning assigned to in section 1 of the Municipal Systems Act.

“Shared control” in relation to a municipal entity, means the rights and powers a municipality has over a municipal entity which is:

- A private company in which effective control as defined in section 1 of the Municipal Systems Act is vested in that municipality and one or more other municipalities collectively;
- A multi-jurisdictional service utility in which that municipality participate.

“Short-term debt” means debt repayable over a period not exceeding one year;

“Sole Control”, in relation to a municipal entity, means the rights and powers a municipality has over a municipal entity, which is:

- A private company in which effective control as defined in section 1 of the Municipal Systems Act is vested in that municipality alone;
- A service utility established by the Municipality.

“This Act” includes regulations made in terms of Section 168 or 175 of the MFMA.

2.4 Acronyms and Abbreviations Used

- ACB: Automated Clearing Bureau
- AFC: Automatic Fare Collection
- AVM: Automatic Vending Machine
- CCT: Cisco Certified Technician Routing and Switching
- CDV: Check Digit Validation
- CIT: Cash in Transit
- DI: Deposit Identifier (reference)
- DOT: Department of Transport
- WCDM: Western Cape Department Mobility
- EFT: Electronic Funds Transfer

- EMY: Means Europay, Mastercard and Visa
- LVP: Low Value Payment
- MICR: Magnetic Ink Character Recognition
- PASA: Payment Association of South Africa. The association responsible for managing payment systems in South Africa
- SAMRAS: Financial System used by George Municipality
- PCH: Payment clearing House
- POS: Point of sale
- RFP: Request for proposal
- SCM: Supply Chain Management Policy M
- TIP: Transaction Integration Program
- TOM: Ticket office machine
- TPC: Third Party Collector (Council vendor)
- TVM: Ticket vending machine

3. FINANCIAL ACTIVITIES AND INFORMATION

3.1 Payments

All payments to creditors are affected by electronic transfers.

3.2 Cash Collection / Revenue

Cash is collected at:

3.2.1 Municipal offices

71 York Street; Traffic Department, Mission Street, Pacaltsdorp; Motor Vehicle Licensing, Hibernia Street; Main Library, Caledon Street; Pacaltsdorp Library, Mission Street; Conville Library, Pienaar Street; Thembaletu Library, Bacela Street; Blanco Library, George Road; Conville Swimming pool, Pienaar Street.

Municipal offices Voortrekker Street, Uniondale and Municipal Offices, Berg Street, Haarlem.

All payments must have a validated DI. Adjustment must show original DI.

3.2.2 Bus Tickets (EMV Cards)

Go George Bus Tickets sold at Blanco Triangle, the GIPTN Transport Hub, Thembalethu and Garden Route Mall.

Revenue may only be received by the cashiers, direct deposits and facilities for speed points.

3.2.3 Other Collections

Apart from our cashier point at our municipal offices, payments can be received via Unipay, Easypay, Ontech, (Vending Points Contractors), EFT, municipal pay points and direct deposits.

The Municipality has prepaid electronic sales facilities at vendors all over the municipal area.

3.3 Salary Payments

The Municipality at present employ 1526 officials. Salaries are paid through a 24 – hour electronic transfer service monthly. 37 Part time workers are paid monthly via electronic transfers. 622 workers are paid twice a month.

3.4 Statistics

The following statistics are available:

- R 58 million average collections (via host to host) done for debtors accounts annually;
- 53 000 consumer accounts;
- Average credit balance over 12 months R765 million

(Of which lowest value being R455 million on 30 June '24)

3.6 Municipal Budget

The Municipality's Adjusted budget for 2024/25 is:

- Revenue(excl Capital): R 3 565 million
- Expenditure: R 3 512 million

- Capital: R 1 789 million

TERMS OF REFERENCE

1. Objective

Tenders are invited for the appointment of a domestic commercial bank registered in terms of the Bank Act, No 94 of 1990 for the provision of commercial banking services for a period of five(5) years to the George Municipality.

The Bidder's proposal should effectively and adequately, without ambiguity demonstrate how it is able to provide its services to the Municipality. The proposal should encompass key areas of support and partnering i.e. innovation, high quality, value-add solutions and pro-activity of its service models.

2. Scope of Work

The requirements of the Municipality are that the successful Bidder is able to provide the following:

- An efficient and cost effective current account administration service;
- Enhanced business processes for improved efficiencies resulting in related costs;
- Processes and controls to mitigate operational risk and fraud;
- A complete centralized banking service consisting of the primary transaction bank account (used for the depositing of municipal account payments) and three subsidiary accounts (used for depositing of traffic fines, Call account and 48-hour for cash saving). Every day the closing balances of the subsidiary accounts must be transferred automatically to the main current account;
- The seamless phased-in implementation of the conversion interface with the successful bidder;
- The ability to handle large volume transactions;
- The ability to submit information in a format which meets with the systems for bank reconciliation purposes and receipting of deposits;
- On-line stop payment facility;
- On-line account enquiries;
- The ability to identify direct deposits and other transactions/transfers on-line;
- The ability to download bank statements in an acceptable and compatible format;

- Bank statements and all supporting documentation to be delivered on a daily basis;
- The ability to pay salaries by way of compatible payroll system (VIP) directly into the employee's bank accounts via a PC/OT based interface;
- Payment of third party accounts via electronic media (debit orders, electronic payments, etc.);
- Receiving of payments via electronic media (payments of clients directly into the Municipalities bank account via electronic media);
- Full audit trail and updated security system;
- A facility whereby consumers and levy payers can make payments on their accounts directly to the municipality by way of debit orders;
- Favorable interest rate on credit balances in the current account;
- On request, provide information/documents for direct deposits made by clientele into the bank account of the municipality to resolve unknown deposits;
- Provision of data in format compatible to SAMRAS bank reconciliation system per transaction;
- Cash paid at the various cash receipting points of the municipality will be deposited by the appointed cash in transit tenderer.
- The bidders proposed solutions should be discussed under the following headings in the tender document submitted by the bidder.

- The bidder should allocate/assign a client relationship official, with whom the municipality can liaise directly with during the course of the contract/tender/.

- A. Transactional Banking Services;
- B. Electronic Banking Services;
- C. Cash Management Services;
- D. Foreign Exchange Services;
- E. Implementation and Training;
- F. Additional Information to be supplied;

A. Transactional Banking Services

The following are the user requirements in respect of banking facilities for the Municipality.

1. Account requirements:

1.1. Account categories:

- Main / Primary Account;
- Receipt / Secondary Account (Sweeping to Primary at end of day);
- Traffic Fines Account/ Secondary Account (Sweeping to Primary at end of day)
- Call account: Short term (7-day / 48-day)

1.2. Accounts:

- Deposit identifier (general validation);
- Set-off of credit / debit balances;
- Overdraft facility on the main current account (If required);
- Access to account balances and able to transact 24 hours a day;
- The four accounts to be treated as a single account in terms of the balances and interest earned;
- The balances of the two secondary accounts to be transferred to the main account daily and should be done automatically;
- No bank charges to be debited against any other account than the primary bank account.
- For verification purposes schedules must be provided of how bank charges were calculated on the secondary accounts.

2. **Account service:**

2.1. Introduction

The Bidder should provide a commitment to offer customized and sustainable banking services in relation to the Municipality's needs through dedicated service managers.

The successful Bidder should provide unique client service addressing the requirements of the Municipality.

2.2. Payment / Receipt Services

The bidder should be able to provide the following services:

- The processing of electronic payments; and
- The processing of electronic receiving

2.3. Beneficiary bank account verification services

- The bidder is to provide the service of validation of beneficiaries details supplied by the Municipality. The services is required to

confirm or rejection only the Account name, branch code and account number.

- The bidder should have the ability to transmit confirmation requests to the Municipality by Electronic means: e-mail or/and telephone.

2.4. Bank Statements

The bidder is to provide Bank statements and all supporting documentation on a daily basis.

The bidder is to provide access to do enquiry previous payment / payment batches that reflect on Bank statement.

The bidder should have the ability for statements to be electronically delivered via e-mail to designated Municipal officials.

Merchant bank statements on each terminal are to be e-mailed to designated Municipal officials on a daily basis.

2.5. Bank Charges and fees:

- Bank Charges for all the bank accounts in the name of the George Municipality must be charged to the Primary Bank Account.
- Statements should reflect each charge alongside each transaction on the statement.
- Invoices supported by detailed workings of the calculation of the bank charges must be supplied monthly.

2.6. Sweeping of Balances:

- Balance in the Traffic Fine Bank Account will be automatically swept to the Primary Bank account at 00:01 daily (minute after midnight).
- Different sweeping options should be available regarding minimum and maximum amounts, timing and frequency of sweepings.
- For interest calculation purposes, and for the application of overdraft and other banking limits, balances on all accounts must be notionally consolidated at all times by the bank within one overall cash management system. Interest should be paid on all daily net credit balances, calculated at a prime linked rate of interest.

2.7. Exit Strategy:

Should the existing Bidder's contract not be renewed at the end of the contract period, the Bidder will be required to provide services prior to the take-over of the new Bidder, at the same terms and conditions, until such time that the Municipality closes its existing bank accounts.

B. Electronic Banking Services

1. Introduction

The Municipality expects the successful Bidder to understand and identify its needs and to provide innovative solutions.

The requirements are the ability to use real-time systems that provides cash management, payment and receipts solutions. These solutions must have built in efficiencies where there is a clear reduction in costs regarding the Municipality's administration and accounting functions, improved controls with the results being in a reduction in operational risk and fraud.

2. Receipt Services

2.1 Deposits made into primary bank account:

- **Deposit identifier (DI)**

The Bidder should be able to provide a deposit identifier on the Municipality's deposits which incorporates a Deposit Identifier (DI) validation routine in order to facilitate identification and reconciliation of all deposits made in to the Municipality's accounts. The deposit identifier format will be supplied by the municipality.

The primary bank account will receive all the Municipality's cashier and TPC deposits, as well as EFT's. This account will also receive all income from National and Provincial Government.

All the other money received for payment of debtor's accounts (any service delivered by the Municipality of George) will be paid into this account.

- **Unidentified client assistance**

On request, the Bidder should provide information/documents for direct deposits or EFT's made by clientele into the bank account of the municipality to resolve unknown deposits.

- **Collections/Debt order collection**

The Bidder is required to assist the municipality with the facility to create monthly debit order instruction on billing accounts.

2.2 Traffic Fine Payment Account:

- Purpose: This bank account will be used to receive traffic fine payments.
- The Municipality requires the successful tenderer to provide the facility/deposit identifier to accept Municipality's traffic fine payments as per the specification provided by the Municipality.
- The following payment channels for Municipality traffic fines must be provided by the bidder:
 - a. Over the counter
 - b. ATM's
 - c. Website
 - d. Card payments
 - e. EFT
- The bidder must reflect a single daily total with a DI (provided by the Municipality) on the dedicated traffic bank statement and in addition provide the Municipality with a daily text file detailing the number, amount, date, time paid, mode of payment, file total (this total must correspond with single daily total with DI deposited).
- The balance of this account will be swept to the primary account every morning at 00:01 (minute after midnight).

3. Payment Management

3.1 The bidder should be able to:

- Facilitate the secure and timeous movement of funds
- Meet the Municipality's requirements in respect of EFT's for all salaries, creditor and other payments.

3.2 The following are imperatives for management of payments:

- Timeous and secure processing of all transactions;
- Ability to interface (where required) with payroll and line-of-business applications currently being used;
- To provide transactions and balances;
- Facilitate electronic funds transfers;
- PC-based leased line access;
- Host connection via a dedicated line;
- Stringent authorization and security controls;
- Efficient management and reduction of risk processes;
- Transfer of funds between Bank Accounts e.g. automatic sweeping, ad-hoc transfers, traffic fine payments, etc.;
- Enhanced data integrity due to stringent validation controls;
- The security features (dongle applications) to be utilized / applied in order to accommodate the municipal system of A and B signatories for EFT payments;
- Time and amounts of last payment for the day should be provided; and cost-efficient processes.

3.3 Salary payments transactions:

- The Primary Bank Account is utilised for the payment of all salary related items, including third party payments (PAYE, Pension, Medical Aid Deductions, etc. for approximately 1526 monthly and 622 second weekly paid staff).

- The vast majority of such payments are processed electronically via EFT's using a "Host to Host" and "Cash Management System".
- All transaction debited or credited to this Bank Account must contain effective referencing to clear identification. In such instances the EFT payment number should be quoted in the text field. The same procedure is required for "Unpaid" EFT amounts relating to an individual employee payment.
- Monies to be recalled on the same day service.

4. Transaction and Balances

- To provide on-line real-time account balance and transaction enquiries;
- To provide real-time transaction search capabilities; and
- To provide transaction history (list of transactions) storage retrieval for up to 180 calendar days.

5. Electronic Funds Transfer (EFT)

- Payment to beneficiaries to be affected in real-time;
- Payment to be loaded, but for release at a future date.
- Payments to beneficiaries at other banks to be effected on a same day value basis if effected by 16h00 weekdays and 10h00 on Saturdays;
- Payment templates to be held on the system for regular payments;

6. Bank Statements

Bank statements must be available for importing the next day not later than 07:00 and hard copies must be made available on request (at no extra cost).

All bank statements transactions require to be correctly referenced to facilitate SAMRAS reconciliation process.

7. General services

- To provide consolidation of funds;

- Automatic sweeping of accounts;
- Statement enquiry, transaction enquiry and reporting facilities;
- Administrative and accounting control;
- Intra group transfers; and
- Reporting / Audit Trails.
- Sweeping of Balances
- Online speedpoint platform to download daily transactions and statements

8. SAMRAS (DB4) Financial Management System Requirements

8.1 Host-To-Host Solution:

- A secure host-to-host solution (that can handle the Municipality's transactional volumes) for the electronic transfer of the Municipality's transactions from the SAMRAS (Municipality Financial System) to the bank and back needs to be provided.
- The host-to-host solution must be able to transfer electronic transactions from SAMRAS to the bank's system and back without downloading the transactions to a user's PC.
- This solution needs to accept transactional files in the standard ACB / BankServ format / a format that can easily be created in the SAMRAS environment.
- The successful tenderer needs to provide the programming codes to the Municipality's financial management software service provider (Solvem) for the SAMRAS system, if required for any integration.
- A message indicating if the transmission was accepted needs to be returned within one hour of any transaction.
- A message / messages indicating rejected/unpaid transaction needs to be returned the next day or as soon as available.
- The system must be able to handle payment transactions of more than R200 000 000 (200 million rand) mixed with other smaller payment transactions in the same file.

- The system must be able to handle more than one payment file per day (no overwriting of previously sent file).
- The system must be able to handle payments to all other banks in one file.
- Security based on different user codes for the different business user groups need to be provided.
- Item / Transaction limits, day limits, weekly limits, etcetera needs to be provided per user code.
- An administrative system that will warn the Municipality if any of the daily or weekly limits are close to being exceeded.
- File security via control totals and hash totals needs to be provided.
- A file / directory naming convention should be utilized whereby the files / directory can easily be identified without looking at the contents of the file.
- Use must be made of a system of transmission numbers and sequence numbers that prevent the accidental duplication of a transmission / file (if the file was sent twice).
- The transactions reflected in Municipality's bank statement needs to be sent to the Municipality on a daily basis.
- The bank statement file needs to be in a format that can easily be created in the SAMRAS environment.

8.2 Desktop / Direct Solution:

- A desktop based online solution (utilizing modems or the internet as a communication medium) needs to be provided for ad hoc payments of small manual captured transaction volumes.
- This solution needs to have a built-in two stages sign on and approving security mechanism.
- This solution can also be used as the back-up solution to the host-to-host solution.
- The solution needs to prompt the users every 30 or 40 days to change your access password.

- A user-friendly manual need to be provided to the users to guide application.

8.3 Requirements for both the Host-to Host as well as the Desktop/Direct Solution:

- Where payments are sent in advance, it must be possible to cancel specific transactions via email in emergency cases.
- A message / messages indicating rejected / unpaid transactions need to be returned the next day or as soon as available.
- An online bank inquiry solution needs to be provided. This could be via the desktop / direct solution mentioned above.
- Must be possible to handle payments to banking institutions where a universal branch code utilized.
- Reference fields must be returned on all transactions that are rejected.
- Branch code verifications as well as CDV checks need to occur immediately after any transactions are sent.
- Normal internet e-mail will not be acceptable as a mode of transmission between the Municipality and the bank.
- Both the host-to-host system as well as the desktop / direct solution must be able to accept transactions between the hours of at least 06:00 and 20:00 on workdays and 08:00 and 13:00 on Saturdays (as long as the Municipality keeps within the cut-off times for the specific service).
- The Municipality needs to be notified of any redirected transactions.
- All payment entries on the bank statement must show a unique reference number. For EFT payments it will be the EFT batch reference number.
- Bank charges and interest must be separately and uniquely coded by the bank. Any subsequent adjustments to these entries must bear the same reference number on the bank statements as the original entry.

- The system needs to provide the following services: same day, one day, two days and five days as well as a warehousing service of future dated transmissions (at least 30 days in advance).

8.4 Testing Requirements:

- Tenderers must provide a testing environment / testing facility.
- The test environment / facility must be available before going live as well as after for Go-live.
- Tenderers must assign dedicated staff to be prepared to interact and respond during the Municipality's implementation development progress.
- Bank should be prepared for parallel run/s for up to two months before Go-live.

8.5 External Transaction Codes:

- Every bank must submit with the completed tender documents a complete list of their external transaction code used.
- The list should include columns specifying the following:
 - External Code
 - Description
 - Debit / Credit Indicator
 - Function Code
 - Function Code Description
 - Transaction Category / Type Code – CT/DT
 - Statement Transaction Category Code
 - Transaction Code
- The successful tenderer needs to undertake to inform the Municipality of any new bank code at least ten (10) working days before the code is implemented by the bank. (The eventual contract will include a clause relating to penalties if the requirement is not complied with.)

8.6 Bank Reconciliation:

- Bank Reconciliations to be performed electronically by the Municipality. Bank statements will be downloaded daily from the bank in the file layout format required by SAMRAS System and uploaded into the SAMRAS System bank reconciliation system using the transaction identifier / reference number on the statement to determine the type of transaction.
- All bank statement transactions require to be clearly and correctly referenced in an agreed manner to facilitate the SAMRAS System bank reconciliation process.
- The bank statements are to be pushed to the municipal financial software every morning through host-to-host technology no later than 07:00 the next day.
- Bank statements must be available for importing the next day at not later than 07:00.

9. **Protection Against Fraud**

The Municipality requires to be protected against all forms of fraud relating to the receipt and payment of cash, and the processing of banking transactions. Such measures should include account verification, authorisation of EFT's, password controls, bulk cash handling security, payment mandates, security of data, credit / debit transactions, etcetera.

10. **Transaction Volumes**

- Estimated transaction volumes have been included in the pricing schedule.
- These volumes are indicative of the actual volume of Municipality's banking transactions per month and are to be used as a basis of the types of services required.
- The evaluation of tenders in terms of bid prices received will be based on the comparative evaluation of tenders submitted.

11. **Required Information**

- The bidder must submit a company profile, including for example, copies of the company founding statements, as well as a detailed exposition of previous work done.
- Bids must include provision for the training at no cost of staff of the Municipality, relating to the implementation and management of the banks, services and must be on site at the municipality during the implementation phase.
- User manuals must be provided where relevant.
- Regular meetings with the CFO must also be held.

12. Bank Facilities

In addition to the above, the Municipality requires the following minimum banking facilities / services:

- Overnight / bridging facility linked between the Municipality primary and call account or 48-hour account in the event of an overdraft
- Guarantees
- Forward cover
- Foreign currency
- ACB debits and credits
- Customer credit referencing
- Economic advice / forecasting
- Funds transfer: Daylight Limit
- Automated Cash drop boxes
- Short-Term Investments

C. CASH MANAGEMENT SERVICES (MERCHANT)

1. Introduction

The requirement is the ability to provide the municipality with point-of-sale machines (also known as “Speedpoint”) in order to accept payment from the public using their debit/credit cards.

Supplying the municipality (including satellite offices) with updated electronic/ speedpoint machines to ensure that fraudulent activities can be kept to a low risk.

2. Receipt Management

- To provide machines to each cashier in the George Municipality area;
- To ensure next day receipt of fund into our primary accounts; and
- Speed limitation of a successful transaction be kept to a minimum.

3. Sweeping:

- Provide automated daily sweeping of speedpoint (machine) totals for the day to the Primary Bank account at 00:01 daily (minute after midnight).

4. Statement and transaction listings:

- Provide an online customer portal to access each speedpoint information for audit trial and purposes
- On a daily basis e-mail the bank statements showing detail transaction of the amount that was swept to the Primary Bank account

D. FOREIGN EXCHANGE SERVICES

1. Introduction

The requirement is the ability to provide the municipality with the facility to accept foreign exchange transactions and to convert the foreign currency to South African Rand (ZAR).

2. Receipt Management

- To provide efficient services to inform the administration of payments received for the municipality;
- To advise went to convert the funds; and
- To ensure that fraudulent activities be kept to a minimum.

E. IMPLEMENTATION AND TRAINING

1. Provide a detailed implementation plan which include a dedicated implementation team to facilitate smooth transition of banking services to the Municipality. Dedicated team and Project Manager should ensure:

- All-inclusive seamless installation of all solutions;

- Transactional Banking Solutions;
 - Electronic Banking Solutions;
 - E-Procurement Solutions;
 - Employee Personal Preference Package Solutions.
2. **Contractual agreement in the line of a Service Level Agreement between the Municipality and the Bank.**
 3. **Sufficient time frames for implementation of the different solutions.**
 4. **Supply the municipality with step-by-step procedures in order to consolidate with the municipal “Cash and Investment Policy”.**
 5. **Electronic Banking:**

A dedicated specialist Electronic Banking Manager should attend to the following:

- Ensure correct set up and optimisation of the municipal salary software (currently Resource Link) structure;
- Ensure correct set up and optimisation of the importing of banking transactions of the municipal bank account(s). the process should eliminate human intervention by automated updating between SAMRAS and daily banking transactions (not via flat file transfers);
- Identify all additional systems interface requirements for electronic statements and electronic fund transfers;
- Identify training requirements and time frames for the implementation of solutions
- Identify Cash Management, Payments Management and Internet Banking;
- Liaise with appropriate officials regarding interfaces into the Municipality line of business application and MS Excel applications;
- All training officials should be supplied with training material in order to reference the work dealt with during the training.
- Identify, in consultation with the Municipality, all access levels, authorities, profiles and limits for officials requiring access to the electronic banking systems;
- Attend to the legal documentation and the signing thereof;
- Formalise service level agreements incorporating back up procedures and processes particularly with regards to electronic funds transfers;
- Identify training requirements and arrange the necessary training in consultation with Municipality;
- Provide all user manuals; and

- Specifically focus on opportunities for conversion manual transfers, EFT's to host-to-host.

F. INFORMATION TO BE SUPPLIED

The Bidder's should supply the following information, in addition to the information required in response to the Specifications:

- Certificate of registration as Banks in terms of the Banks Act. No. 94 of, 1990 must be attached. **Failure to submit documentary proof will be considered as submitting a non-responsive.**
- Latest set of Audited Financial Statements.
- National Treasury Central Database Summary Report
- Country wide Branch Network (location and number).
- Country wide ATM network.
- Details of the following in respect of the branch which will be designated as the home branch of Municipality's primary bank account:
 - Name and Physical location;
 - Management structure names and positions;
 - Staffing numbers and Structure;
 - After-hours access to branch.
 - ICT systems, back up facilities.
 - Client Training programs and facilities.
 - Fraud prevention - The Bank should demonstrate how it is able to assist the Municipality in Fraud Prevention and what measures are taken in order to do so.

BID EVALUATION CRITERIA

All portfolio of evidence/proposal will be evaluated to determine compliance with the requirements and conditions of the Bid document. The evaluation process will consist of:

- Phase I: Functionality scoring
- Phase II: Price, Preference and Specific Goals

Take note:

- a) Bidders that score less than 75 out of 100 points (75%) for the Functionality scoring will not be considered for Phase II (Price, Preference and Specific Goals)
- b) Bidders must ensure that all the information requested is provided in detail.
- c) Unclear or incomplete information provided will result in no points being allocated.

- d) Bidders must submit applicable information for this tender. Reference to any attached documentation must be clearly indicated.

Phase I: Functionality scoring

The following criteria will be used to calculate points for the quality of Bidders and Bidders must ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	Criteria	Maximum Points
1	Bidder's capability evaluation	30
2	Bidder's experience with Local Government clients	50
3	Bidder's Credit Rating by Moody's	20
	TOTAL	100

1. Bidder's Capability Evaluation (Maximum points = 30)

Bidder's are to submit a proposal (portfolio of evidence) that demonstrate the following:

- technical capability,
- understanding of the Scope of Work,
- methodology,
- approach that will be undertaken,
- user platforms,
- social contribution,
- client services and
- new innovations

Local Government experience (Maximum points = 20)	Points scoring
< 2 Years	10
2 – 5 Years	20
6 – 10 Years	35
> 10 Years	50

3. Bidder’s Credit Rating by Moody’s

Bidder’s are to attach their latest Moody’s Credit Rating for functionality scoring (Phase I).

Bidder’s National Scale Rating - Long Term (Maximum points = 20)		Points scoring
	Moody’s	
Strongest credit quality	Aaa	20
Strong credit quality	Aa1 / Aa2 / Aa3	10
Average credit quality	A1 / A2 / A3	5
Below average credit quality	Baa1-3 / Ba1-3 / B1-3 / Caa 1-3/ Ca1-3 / C1-3	0

Non submission of **latest** Moody’s Credit Rating will result in zero points being allocated.

PRICING SCHEDULE

Phase II: Pricing Schedule

Pricing to be completed on the template provided and all additional costs that the Tenderer foresees will be incurred by the Municipality are to be included as an appendix to the tender document.

Bidders are requested to quote prices at effective date - 1 September 2025. The pricing shall be fixed for one year. Annual price increases are to be negotiated, but should be negotiated to be in-line with the CPI rate for July each year.

All prices are to include all applicable taxes.

Bidder's must tender a rate for all items required in the Total Pricing column. Failure to quote on all items in will result in your bid not being considered for evaluation.

All items marked "YES" in the column "Indication if Item is selected for Bid Evaluation purposes" on the pricing schedule, will be used for bid evaluation purposes.

Pricing Schedule						
Description	Transaction information: Number of transactions and/or Value(R) of transactions	Bid Evaluation Purposes				
		Indication if Item is selected for Bid Evaluation purposes	Unit measurement	Unit Price (All applicable taxes included)	Total price (All applicable taxes included)	
1. Fees for deposits and deposit related transactions						
1.1	Cash Deposits Handling fee					
a)	<i>Bulk and Cash centre/other (each transaction is per R100)</i>	300 000 transaction of R100 each (value R30 million)	Yes	per transaction (each transaction is per R100)	R1	R
b)	<i>Branch (each transaction is per R100)</i>	R100 000		per transaction		
1.2	Electronic payments (ACB) received by means of third parties service provider into bank account:					
a)	<i>Easy pay/ Unipay/ Ontech</i>	10 000		per transaction		
1.3	Electronic bank transfers received:					
a)	<i>Electronic bank transfers received (ACB)</i>	10 000 transactions / (value R60 million)		per transaction		
b)	<i>Foreign bank transfers received (ACB)</i>	120 transactions / (value R200 000)		per transaction		
1.4	Collections (Host to Host)					
a)	<i>Access charge per bankserv user code</i>	12		per month		
b)	<i>Collections / Debit order collecting on behalf of municipality</i>	14 325	Yes	per transaction		R
c)	<i>Unpaid items - Collections</i>	10		per transaction		
1.5	Deposit identifier (DI) transaction fees:					
a)	<i>Initial registration fee (Once-off)</i>	1		per initiation		
b)	<i>Reference validation fee: Over the counter</i>	10		per transaction		
c)	<i>Reference validation fee: Electronic channels</i>	200 000	Yes	per transaction		R
1.6	Unpaid items: ACB's deposit payment	100		per transaction		
1.7	Drop Safes (Minimum of 3000 notes)	1		per box		
2. Fees for withdrawals and related transactions						
2.1	Electronic bank transfers:					
a)	<i>Electronic bank transfers (Creditors/ Salaries)- real time/same day</i>	40 000 transactions / (value R5 billion)	Yes	per transaction		R
b)	<i>Realtime Gross settlement - immediate release/Urgent payment (< R5 million)</i>	40 transactions / (value R800 000)		per transaction		
c)	<i>Electronic bank transfers - future dated</i>	10 transactions / (value R50 million)		per transaction		
d)	<i>Electronic bank transfers - Investing of municipal funds (> R5 million)</i>	36		per transaction		
2.3	Debit order:					
a)	<i>Debit order: Internal (with same bank)</i>	1	Yes	per transaction		R
b)	<i>Debit order: External (with other bank)</i>	1	Yes	per transaction		R
c)	<i>Debit order: Scheduled transfer</i>	1		per transaction		
d)	<i>Debit order: Scheduled payment</i>	1		per transaction		
2.4	Payment reversal/rejection:					
a)	<i>Unpaid debit order "refer to drawer"</i>	1		per transaction		
b)	<i>Unpaid debit order other than "refer to drawer"</i>	1		per transaction		
c)	<i>Stop payment of electronic advices</i>	1	Yes	per transaction		R
d)	<i>Manual recall/reversal payment or debit order</i>	1		per transaction		
e)	<i>Unpaid corrections and payments (Host to Host)</i>	1		per transaction		
2.5	Cash withdrawals (float for cashiers)					
a)	<i>Online request</i>	12	Yes	per request		R
b)	<i>Branch request</i>	1		per request		

<i>continue:</i>		Bid Evaluation Purposes				
Description	Transaction information: Number of transactions and/or Value(R) of transactions	Indication if Item is selected for Bid Evaluation purposes	Unit measurement	Unit Price (All applicable taxes included)	Total price (All applicable taxes included)	
2.6	Restore historic payment batches - Online	10		per batch restore		
2.7	Electronic sweeping facilities (Automatically transfer balances to primary account)	260	Yes	per daily sweep	R	
2.8	Third party account verification (for creditor payments)	200	Yes	per enquiry	R	
3.	Bank statements					
3.1	Electronic (E-mail) bank statements (fixed monthly fee)	5	Yes	per account monthly	R	
3.2	Electronic (Online) bank statements download (not older than 3 months)	60		per statement		
3.3	Monthly fee for the Provision of bank statement in format compatible to the financial software of municipality for: push and/or upload (host - host)	1		per account		
4.	Speedpoint/ Merchant services					
4.1	Once off installation fee	15	Yes	per machine	R	
4.2	Stand-alone terminal rental	15	Yes	per month per machine	R	
4.3	Mobile terminal rental	5	Yes	per month per machine	R	
4.4	Transaction fee	35 000		per transaction		
4.5	Statement:					
a)	Statement /transaction listing - online portal download for speedpoint	12	Yes	per download	R	
b)	Statement /transaction listing - via e-mail daily	260	Yes	per e-mail	R	
4.6	Maintenance and support	10		per hour		
4.7	Commissions	35 000		per transaction		
4.8	Electronic sweeping facilities (Automatically transfer balances to primary account)	5200	Yes	per daily sweep	R	
5.	Overdraft and Interest					
5.1	Interest on primary (current) bank balances (favourable) (For evaluation purposes prime is set at 7%)	R300 million	Yes	per rate offered by bank (prime rate less bank margin rate)	R	
5.2	Interest on secondary account (Call account) balances (favourable) (For evaluation purposes prime is set at 7%)	R1 million		per rate offered by bank (prime rate less bank margin rate)		
5.3	Interest on secondary account (48-Hour account) balances (favourable) (For evaluation purposes prime is set at 7%)	R1 million		per rate offered by bank (prime rate less bank margin rate)		
5.3	Overdraft facility:					
a)	Unutilised facility fee charges (fix rate annually)	1	Yes	per annual	R	
b)	Unutilised facility fee charges charges (fix rate monthly)	1		per month		
c)	Overnight overdraft facility (indicate whether charges monthly/annually)					
5.	Other Banking services					
6.1	Monthly management fee (if applicable)	12		per month		
6.2	Monthly Host to Host access fee	12		per month		
6.3	Minimum monthly service fee (primary or secondary accounts)	12	Yes	per month	R	
6.4	Confirmation/Certificate of balances (Audit report)	5	Yes	per account	R	
6.5	Helpdesk enquiries - Deposit Transaction tracing (within 30 days)	200	Yes	per request	R	
6.6	Helpdesk enquiries - Deposit Transaction tracing (older 30 days)	100	Yes	per request	R	
6.7	Confirmation of banking details (Online)	10	Yes	per request	R	

<i>continue:</i>		Bid Evaluation Purposes				
Description	Transaction information: Number of transactions and/or Value(R) of transactions	Indication if Item is selected for Bid Evaluation purposes	Unit measurement	Unit Price (All applicable taxes included)	Total price (All applicable taxes included)	
6.8	Guarantee:					
a)	<i>Guarantee - Letter of intent</i>	1		per request		
b)	<i>Guarantee - Cash Secure fee minimum charge</i>	1		per request		
c)	<i>Ad valorem fee</i>	1 transaction / (value R80 000 000)		per transaction		
6.9	Maintenance and support	10		per hour		
6.10	Protection against fraud	1		annual fee		
6.11	Garage Cards (if required)					
a)	<i>Card issue fee</i>	1		per card		
b)	<i>Replacement of card fee</i>	1		per card		
c)	<i>Service fee</i>	1		monthly		
d)	<i>Transaction fee</i>	1		per transaction		
TOTAL Used for evaluation (All applicable taxes included) :						R

I, confirm that all compulsory documents for this tender is duly completed, signed and attached to this tender document.

Signature

Date

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the rates reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 90 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

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

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

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

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: _____

Signature: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier 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.

Name: **MR CA DU PLESSIS**

Signature: _____

Capacity: **DIRECTOR: FINANCIAL SERVICES**

Date: _____

For the Employer: **GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

TAX COMPLIANCE INFORMATION

PART A

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 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.		
1.3 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 .		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 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 1.3 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:

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the 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 / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder 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 (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	YES / NO
3.8.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	

<p>3.9 3.9.1</p>	<p>Have you been in the service of the state for the past twelve months? If so, furnish particulars.</p>	<p>YES / NO</p>
<p>3.10 3.10.1</p>	<p>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? If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:</p>	<p>YES / NO</p>
<p>3.11 3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:</p>	<p>YES / NO</p>
<p>3.12 3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars:</p>	<p>YES / NO</p>

	<p>Name of person / director / trustee / shareholder / member: </p> <p>Name of state institution at which you or the person connected to the bidder is employed: </p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member: </p> <p>Name of state institution at which you or the person connected to the bidder is employed: </p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	<p>YES / NO</p>
<p>3.14</p> <p>3.14.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>

4. Full details of directors / trustees / members / shareholders:			
THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

<p>¹MSCM Regulations: "in the service of the state" means to be -</p> <ul style="list-style-type: none"> (a) a member of – <ul style="list-style-type: none"> (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 or 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 entity; or (f) an employee of Parliament or a provincial legislature. <p>²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.</p>

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

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

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

2.2 If yes, provide particulars.

.....
.....
.....
.....

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

3.1 If yes, provide particulars.

.....
.....

.....
.....

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

4.1 If yes, furnish particulars.

.....
.....
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price;
 - (b) BBBEE; and
 - (c) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
BBBEE	10
SPECIFIC GOALS	10
Total points for PRICE and SPECIFIC GOALS	100

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

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR BBEE AND SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

Bidder MUST submit a valid BBEE certificate, failure to attach no points will be awarded for BBEE points.

4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2

Outside the borders of the Western Cape	2	1
---	---	---

Bidder’s MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) with the tender document. Failure to attach proof will result in no points awarded for Specific Goals.

George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder’s claim of having a local STAFFED / MANNED AND OPERATIONAL office within the George Municipal area.

The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local staffed and operational office will be assessed in its actual substance and not by only accepting the legal documentation.)

The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

5. BID DECLARATION

Tenderers who claim points in respect of BBBEE must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1

5.1. Contribution to BBBEE: =(maximum of 5 or 10 points)
--

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2

5.2. Contribution to specific Goals: =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name of company/firm.....

5.4. Company registration number:

5.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a

- period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

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	<p>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?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION

FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
 - 1 **Includes price quotations, advertised competitive bids, limited bids and proposals.**
 - 2 **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

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:

GEORGE MUNICIPALITY

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.

MBD9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: GMT004/24-25
Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,

(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2024

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. **Definitions:**
1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 “GCC” means the General Conditions of Contract.
 - 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

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

3. General:

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

4. Standards:

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

5. Use of contract documents and information inspection:

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

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

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

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

6. Patent rights:

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

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

7. Performance security:

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

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

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing:

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents:

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

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

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

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

14. Spare parts:

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty:

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

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

17. Prices:

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

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties:

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

23. Termination for default:

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

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

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-Dumping and Counter-Vailing duties and rights:
 - 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

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

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

32. Taxes and duties:

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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

contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

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