## **Sedibeng District Municipality**



# **BID DOCUMENT**

Tender No.	8/2/3/1 - 2022	
Closing Date and Time	18 October 2022@ 12:00	
Description		
Appointment of an Experience S	Service Provider for Commercial Banking Services	
Contractor / Bidder		
Bid amount	R (VAT included/ excluded)	
Physical address		
Contact person		
Telephone no.		
Fax no.		
Cell no.		
Email address		
Central Supplier Database No:		
******SUBMIT TWO COPIES (02) MARKED CLEARLY: "ORIGINAL" AND "COPY"		

#### **CONDITIONS OF TENDER**

1. The prospective bidder's attention is drawn to the following list of forms, attached to this document and

other documents that **shall** be completed and submitted with his/her bid documents:

- a) Tender Form
- b) Form of Offer
- c) Declaration of interest
- d) Certificate of independent Bid Determination
- e) Bidders are requested to submit their Tax Clearance Pin provided by SARS to verify that the Tax

Matters are in order.

f) A current account or proof that utilities account (municipal rates and taxes, water and lights

account) of the bidder is up to date. (Not in arrears for more than 3 months).

- g) Proof of registration for VAT (if applicable).
- h) Valid B-BBEE Certificate Certified copy
- i) Central Supplier Database (CSD) Registration Number.

In terms of Section 112 (1)I of the Local Government Municipal Finance Management Act, (Act 56 of

2003), persons who were convicted of fraud or corruption or who willfully neglected, reneged on or failed

to comply with a government tender during the past 5 years, or whose tax matters are not cleared by the

South African Revenue Services may not participate in the tendering process and the Tenderer shall submit

a sworn statement to this effect.

2. The official tender form shall be completed in BLACK ink and any corrections to the official tender

form must also be made in BLACK ink and signed by the bidder. Any tender documents received

with correction fluid (Tippex) corrections shall be disqualified.

3. Bids shall be sealed and endorsed (with bid number and bid description) and must be deposited at Sedibeng

District Municipality's tender box (Ground Floor, outside the main building).

- 4. Sedibeng District Municipality's Supply Chain Management Policy shall apply.
- 5. Late, Telexed, faxed or emailed tenders will not be accepted.
- 6. The Council does not bind itself to accept the lowest or any tender and reserves the right to accept any

tender in whole or in part.

- 7. Persons in the service of the state are not allowed to bid.
- 8. In the event that you are awarded a tender the strict compliance with terms have to observed and in so doing

within a period (3 days) (\*after an order is issued) a confirmation letter must be forwarded by you in terms

of which you need to indicate whether or not you will be in a position to source the items per the tender and deliver same by the due date

9. In the event that you do not furnish us with the said letter as requested and fail to comply as per the tender

the Sedibeng District Municipality reserves in terms of rights to cancel this tender automatically after 3

days on the basis of your non-compliance and furthermore should you fail to deliver said goods which may

necessitate the allocation of a new supplier the Sedibeng District Municipality may impose any further

penalty or charges against you.

- 10. In the case where all MBD Documents are not completely filled and returned, your quotation will be disqualified.
- 11. The 80/20 Preferential Procurement System will be used to evaluate all the Formal Written

#### Quotations.

12. Bidders must ensure that, the company status is "in business" with the Company and Intellectual

#### **Property Commission (CIPC).**

13. Bidders who are not registered on the Central Supplier Database are requested to contact National Treasury

at csd@treasury.gov.za or 012 406 9222 for any assistance.

- 14. Exempted Micro Enterprises can submit a letter from the accounting officer; and
- 15. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification.

## Sedibeng District Municipality TenderNumber: 8/2/3/1 - 2022

DOCUMENT	
INVITATION TO BID	MBD 1
TAX CLEARANCE CERTIFICATE REQUIREMENTS	MBD 2
CLEARANCE CERTIFICATE FOR WATER & LIGHTS	
TERMS OF REFERENCE/SPECIFICATIONS	
PRICING SCHEDULE -FIRM PRICES (PURCHASES)	MBD 3.3
DECLARATION OF INTEREST	MBD 4
PREFERENCE POINTS CLAIM FORM	MBD 6.1
CONTRACT FORM - RENDERING OF SERVICES	MBD 7.2
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT	MBD 8
PRACTICES	
CERTIFICATE OF INDEPENDENT BID DETERMINATION	MBD 9
OFFICIAL TENDER FORM	
FORM OF OFFER AND ACCEPTANCE	
CREDIT ORDER INSTRUCTION	

MBD1

#### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SEDIBENG DISTRICT MUNICIPALITY

TENDER NUMBER: 8/2/3/1 – 2022 CLOSING DATE: 18 October 2022, CLOSING TIME: 12:00 PM

DESCRIPTION: Appointment of an Experienced Service Provider for Commercial Banking Services

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

DEPOSITED IN THE BID BOX SITUATED AT:

CNR LESLIE AND BEACONSFIELD AVENUE, VEREENIGING, GROUND FLOOR. SEDIBENG DISTRICT MUNICIPALITY, CIVIC CENTRE,

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 generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

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

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODENUMBER
CELL PHONE NUMBER

Initial here \_\_

016 450 3110

Tel:

MadikgomoR@sedibeng.gov.za
MISULKOOMOR/OSEGUIDENG GOV 73
Wadikudiidikwaeuibeiid.ddv.Za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. Charles Steyn

Tel.: 016 450 3073/ 082 902 0626

Email: CharlesS@sedibeng.gov.za

MBD2

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- In order to meet this requirement bidders are required to complete in full the attached form TCC 001"Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit a valid Tax Clearance Certificate; will result in the invalidation of the bid.
- 4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website <a href="www.sars.gov.za">www.sars.gov.za</a>.
- 6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website <a href="https://www.sars.gov.za">www.sars.gov.za</a>.

## AUTHORIZATION TO VERIFY WITH SOUTH AFRICAN RECEIVER OF REVENUE (SARS), THAT, THE SERVICE PROVIDER'S TAX MATTERS ARE IN ORDER.

I (FULL NAMES),	OF (PHYSICAL
ADDRESS)	being a Director / principal
shareholder, owner of company1 (COMPANY N	IAME):
1. Hereby authorizes Sedibeng District Mun matte are in or YES NO  2. Company's Registration Numbe	icipality to check/verify if the bidding company's tax
THE FOLLOWING DOCUMENTS HAVE BEEN	I ATTACHED WITH THE BID DOCUMENT:
VALID ORIGINAL TAX CLEARANCE CERTIF	ICATE
COMPANY REGISTRATION DOCUMENTS	
SIGNATURE:	
DATE:	



## **DEPARTMENT: SUPPLY CHAIN MANAGEMENT**

**Sedibeng District Municipality** P.O. Box 471 Vereeniging, 1930 Republic of South Africa Tel: +27 16 450 3110 Fax: +27 86 743 0692

Initia	ıl here
Tender No: 8/2/3/1 – 2022 Appointment of an Experienced Service Provider for Commercial Banking Services.	

## **CLEARANCE CERTIFICATE FOR WATER & LIGHTS**

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are not more than three months in arrears with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. This form is to be completed only if the service provider's rates and taxes are not in arrears for more than three months.

EACH BIDDER MUST COMPLETE THE BELOW CHECKLIST (*Please tick with X where appropriate*):

	QUESTIONS		YES	NO
1.	Is your municipal rates and taxes accin arrears for more than three month	•		
2. If yes, please submit proof in the form of the <b>original or certified copy</b> of the bidder's municipal rates and taxes account.		_		
3. Does the bidder lease/rent the property where the business is situated?				
4. If yes provide the contact name and contact number of the lessor/landlord:				
Contact Name: Contact Number:				
5. Please attach the copy of the lease agreement signed by the Landlord/ lessor and the tenant/lessee as proof.				

I (FULL NAMES),	0	F (F	PHYSICAL	_	
ADDRESS)	being	а	Director	/	principal
shareholder, owner of company <sup>2</sup> (COMPANY NAME):					

Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge



Signature

NB: IF YOU FAIL TO COMPLETE THIS FORM

Initial here

#### SEDIBENG DISTRICT MUNICIPALITY

CLUSTER: FINANCIAL MANAGEMENT AND BUDGETS

## APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER TO COMMERCIAL BANKING SERVICES

BID NO: 8/2/3/1 - 2022

#### 11. DESCRIPTION AND PAY ITEMS

#### 1.1. GENERAL

Sedibeng District Municipality (SDM) is a Category C municipality found in the south of Gauteng Province. It is the only area of the Gauteng Province that is situated on the banks of Vaal River and Vaal Dam in the southern-most part of the Province. It covers the area formerly known as the Vaal Triangle. It includes the towns of Vereeniging, Vanderbijlpark, Meyerton and Heidelberg as well as the historic townships of Evaton, Sebokeng, Boipatong, Bophelong, Sharpeville and Ratanda, which have the rich political history and heritage.

The Sedibeng District Municipality invites all banks registered in terms of the Banks Act 1990 (Act 94 of 1990) to submit proposals described in the Terms of Reference included in Section 3 below. The proposal will be the basis for contract negotiations and ultimately a contract with the selected banker. It is important that Bidders are able to demonstrate their competence to provide the basic commercial banking needs of the municipality as well as working closely with the officials as banking requirements develop.

Bidders must, therefore, demonstrate in written submissions the financial stability of their organizations for detailed evaluation as well as the geographical representation of the bank and its technological capabilities.

#### 2. <u>DESCRIPTION OF THE MUNICIPALITY</u>

The Municipality was originally established in January 1988 as the Vaal Triangle Services Council and became the SEDIBENG District Municipality in December 2000 after the local Government elections.

#### 3. GENERAL CONDITIONS OF TENDER

#### **Definitions**

Unless inconsistent with or expressly indicated otherwise by the context.

- 3.1 **SDM** shall mean Sedibeng District Municipality.
- 3.2 **CONTRACTOR** shall mean the Bidder whose bid has been accepted by SDM and shall include the Bidder's legal representative person, heirs, successors and assigns.
- 3.3 **CONTRACT** shall mean and include the General Conditions of Contract and Special Conditions of Contract (if any), the Specifications including any schedules attached to the Specifications, and any agreement entered into in terms of these General Conditions of Contract.
- 3.4 CONTRACT PRICES shall mean the prices tendered by the Contractor
- 3.5 **COMMENCEMENT** shall mean Commencement in compliance with the terms and conditions of the Date of Commencement specified in the Contract.
- 3.6 **DATE OF COMMENCEMENT** shall mean the dates stipulated in the Contract for the Commencement of the Services.
- 3.7 **DATE OF TENDER** shall mean the date and time on which tenders are due to be deposited in terms of the tender notice.
- 3.8 **SERVICE** shall mean the establishment, supply and operation of centralized banking services to SDM.
- 3.9 **SPECIFICATION** shall mean the Specification annexed (Section C) to this General Conditions.

#### 4. TENDER RULES

#### 4.1. CAPABILITIES AND EXPERIENCE OF BIDDERS

Bidders are required to provide any information that regarded as necessary to demonstrate their capabilities and experience to act as Main Banker for SDM.

#### 4.2. SIGNING OF THE TENDER

The tender must be signed by a person who is duly authorized to do so.

#### 4.3. OWNERSHIP AND CONFIDENTIAL NATURE OF DOCUMENTS

All completed documents relating to the tender shall remain property of SDM and <u>may not be</u> <u>reproduced</u>, <u>sold or otherwise disposed of</u>.

All recipients of tender documents (whether or not a tender is submitted) shall treat the details of the documents as confidential.

#### 4.4. COSTS INCURRED BY BIDDER

SDM will not be responsible for or to pay any expenses or losses, which may be incurred by the Bidder in the preparation and submission of the tender.

#### 4.5. CANCELLATION OF CONTRACT

If the SDM is satisfied that any person (being an employee, partner, director or shareholder of the Bidder or a person acting on behalf of or with the knowledge of the Bidder), firm or company-

- a. Is executing the contract with SDM unsatisfactorily;
- b. Has offered, promised or given a bribe or other gift or remuneration to any officer or employee of SDM in connection with obtaining or executing a contract;
- c. Has acted in a fraudulent manner or bad faith or in any other unsatisfactorily manner in obtaining or executing a contract with any company or person, or that he has managed his affairs in such a way that he has in consequence thereof been found guilty of criminal a offence;
- d. Has approached the official or employee of SDM before or after tenders have been called for, to influence the award of the contract in his favour;
- e. When advised that his tender has been accepted, has given notice of his inability to execute or sign the contract or to furnish any security required; and
- f. Has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from tendering for this contract, or as to the amount of the tender to be submitted by either party.

  Sedibeng District Municipality may, in addition to any other legal recourse it may have,
  - cancel the contract between SDM and such person, firm or company and/or resolve that no tender from such a person, firm or company will be favorably considered for a specific period.

### 4.6. LEGAL ASPECTS

- a. The laws of the Republic of South Africa shall be applicable to the contract by the acceptance of a tender and each tender shall indicate a place in the Republic and specify it in his tender as his *domicilium citandi et executandi* where any legal process may be served on him.
- b. Each tender shall undertake to accept the jurisdiction of the courts of South Africa.

## 4.7. DISQUALIFICATION OF TENDER

The tender of any Bidder who has not complied with these tender rules and the instruction reflected in the official tender notice may be disqualified at the discretion of SDM.

#### 4.8. TENDER RULES ARE BINDING

The tender rules as well as the instructions given in the official tender notice shall be binding on all Bidders submitting tenders for the service or services stated in the tender document.

#### 4.9 INFORMATION

The following information is given to assist the Bidder to determine its ability to handle the volume and the complexity of the work. The following information is given as a guide only and is relied upon in its context for completing the tender:

- a. The total estimated revenue and expenditure for the 2022/2023 financial year will be R395,243,706 and R 412,422,978 respectively; and
- b. Number of salaried employees +- 581 inclusive of councillors and committee members.

#### 4.10 PAYMENT ITEMS

Pricing will be one of the factors in determining the suitability of the Bidder regarding the various aspects of the commercial banking services provided.

In preparing the cost /pricing proposals, Bidders are expected to examine the documents comprising this RFP in detail particular please ensure that all pricing is captured clearly in this section.

Prices must be set out on a separate schedule, under the heading: <u>"Priced schedule of quantities</u> of services to be rendered."

Bidders must ensure that their pricing covers all relevant banking services required by SDM.

#### 5 SPECIFICATIONS

#### 5.1 INTRODUCTION

The Bidder's proposal should effectively and adequately, without ambiguity demonstrate how it is able to provide services to SDM. 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.

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

- a. An efficient and cost-effective current account administration service;
- b. Enhanced business processes for improved efficiencies resulting in reduced costs;
- c. Processes and controls to mitigate operational risk and fraud;
- d. The phased-in implementation on the conversion interface with the successful Bidder;
- e. The provision of appropriate skills training in all spheres of financial services as required by SDM;
- f. The ability to handle very large volume transactions.
- g. New Technology and Innovative product not specified else were.

The proposed solution should be discussed under the following headings in the tender document requested from the Bidders i.e.

The document should be divided into two parts, i.e.

- a. Services to be provided (parts D.1 to D.11); and
- b. Value added/General (parts E to F).

Pricing is to be completed on the template provided and additional costs that the Bidder foresees which will be incurred by SDM are to be included as an appendix to the tender document.

## D.1 TRANSACTIONAL BANKING SERVICES Requirements

#### 5.2 ACCOUNT CATEGORIES:

#### 5.2.1 PRIMARY BANK ACCOUNT

In terms of the Municipal Finance Management Act (Act No. 56 of 2003) a municipality must have a Primary Bank Account. The following moneys are deposited into the Primary Bank Account:

- a. All allocations to the municipality;
- b. All income received by the municipality on its investments;
- c. All income received by the municipality in connection with its interest in any municipal entity including dividends;
- d. Debit and credit card facilities;
- e. All money collected by the municipal entity or other external mechanism on behalf of the municipality; and
- f. Any other moneys as may be prescribed.

#### 5.2.2 LICENCING BANK ACCOUNT

The council has a separate bank account for the collection and deposit of all moneys collected for the vehicle Licensing and testing cluster. This revenue is transferred to the Primary bank account on a monthly basis. Currently there are four pickup points and collections are done on a daily basis via drop safes installed. The current banker has appointed a private security company for collection. Coupled to the licensing account is a credit and debit card facility.

#### 5.2.3 FRESH PRODUCE MARKET

The core business of Sedibeng Fresh Produce Market is to facilitate the exchange of Fresh Produce between Producers and Buyers.

- a. They use EFT'S;
- b. Volumes traded; and
- c. 260 transactions traded through EFT's.

They use the Freshmark system for capturing financial transactions. They do not interface to the Council's financial system.

Fresh Produce Market operates a system whereby consumers utilize a smart card to make purchases. Customers pay the cashier who loads the value of the cash onto the smart card. The smart card can be used daily at every stall in the market until it is exhausted.

Due to the fact that this is high risk and high-volume area, the Bidder would be expected to come up with a cost effective and safe solution and the processes around it must be proposed

to the Municipality and to Fresh Produce Market.

Please provide the Municipality with a detailed proposal and ensure that all costs are included in the Proposal.

• Kindly propose and highlight the advantages and the risk of your solution.

### **5.3 PREPARATION OF PROPOSAL**

## Technical/ Specification Proposal

In preparing the technical proposal Section 3 of the document Bidders are expected to examine the documents comprising the RFP in detail particularly SECTION 3. Material deficiencies in providing the information requested may result in rejection of a proposal as non-responsive.

## Pricing Proposal

## Social Responsibilities Proposal

In preparing this portion of the document Bidders are expected to refer to section 5.4.19 "Social Responsibilities".

### 5.3.1 Submission Receipt and Opening of Proposal

The <u>original</u> and <u>one copy</u> of the overall proposal shall be place in a sealed envelope to be deposited in the Tender Box, which is located at the following address:

**Sedibeng Municipal Offices** 

**Corner: Beaconsfield Avenue and Leslie Street,** 

Vereeniging

(NB: Take note that the tender box slot's physical dimensions are 40 cm  $\times$  16 cm and documents larger than this dimension cannot be accommodated. Bidders are advised to package their submissions appropriately).

Each proposal statement must be in English. Faxed proposals will not be accepted. Proposals must be delivered by hand or courier, at the Applicants' Risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

The overall proposal must be delivered at the submission address on or before the following closing date and time:

18 October 2022 @ 12H00

Note that any proposal received after the closing time for submission of the proposal shall be rejected as non-responsive and marked "LATE".

#### 5.3.2 **Proposal Evaluation**

The evaluation of technical and cost proposal will be on the basis of their responsiveness to the evaluation criteria. The evaluation criteria and point system indicated in Section 5.7 "Evaluation Criteria" will be applied.

Evaluations will begin with the technical proposal. Each responsive technical proposal will be given a score. A proposal considered to be unsuitable shall be rejected at this stage if it does not respond to important aspects of Section 5.3 "Preparation of Proposal."

The evaluation committee will determine whether the technical proposals are complete and costing proposal is complete i.e. whether they have costed all their items as required. If these requirements are not met, the proposal may be rejected as non-responsive.

## 5.3.3 Negotiations

Negotiations with successful bidders to reach agreement on all points and sign a contract will be held with the Bidder who is ranked highest by the evaluation committee after an assessment of all elements of the proposal.

Negotiations will include a discussion of all elements of the proposal submission as well as suggestions made by the Banker to improve on the stated specifications. The Municipality and

the Successful Bidder will then work out agreed Terms. The agreed work plan and final terms will then form part of the contract.

The negotiations will conclude with a review of the draft form of the contract. To complete negotiations, the Municipality and the Banker will initial the agreed contract. If negotiations fail the Municipality will invite, to contract negotiations, the firm ranked second in terms of the proposal evaluation

## 5.3.4 Awarding of the Contract

The contract will be awarded following negotiations with the successful banker. The details of the successful bidder will be published on the SDM website.

## 5.3.5 Duration

The agreement shall commence on the commencement date and shall not extend beyond the final date provided that this agreement may not be terminated before the expiry date.

The duration of the contract shall be for a minimum of 3 years and not exceed 5 years subject to annual performance review.

#### 5.3.6 Access to Information

The Municipality undertakes to use its best endeavours to ensure that the banker has timeous and adequate access to all information and documentation required to render the services. Should access to documentation and information be limited for whatever reason the Municipality undertakes to renegotiate the scope of work.

#### 5.3.7 Extensions

In terms of the MFMA a banking contract may not be automatically extended, this is in terms of the Supply Chain Regulations. Regulation 30 of the Supply Chain Regulations made in terms of MFMA stipulates "A contract for the provision of banking services to a municipality or municipal entity may not be for a period of more than five years at a time".

#### 5.3.8 Service Standards

The Banker shall exercise all reasonable skill, care and diligence in discharging its obligations in terms of this agreement.

If for any reason the banker finds it incapable of completing the services as described it will notify the Municipality stating in full the reasons.

The Banker shall accept responsibility for any breach of professional duty by any reason for any error, omission or neglect occurring or committed by the Banker in connection with the services performed by them. The Municipality may require any license from any Banker made in terms of the Financial Advisory and Intermediary Services Act.

## 5.3.9 Reporting and Supervisory Relationships

Day to day interactions between the Municipality Finance Cluster and other relevant clusters will be project managed by the Finance Cluster acting as the internal banker of the Municipality. A Banking Steering Committee will be managed by the Finance Cluster comprising of the Municipality and the banker. The purpose of this steering committee is to address any problems and developments within the banking sector relating to transactional banking that could and would affect the Municipality. The Steering Committee will be made up of the following representations:

- Finance
- Fresh produce Market
- Licensing Department
- Relationship Managers from the respective banks

In rendering the service the banker shall have reference to the Finance Cluster for clarification of any instruction given.

### 5.3.10 Confidentiality and Intellectual Property Rights

The terms of this agreement and any information or data obtained by the Banker arising out of this agreement or from performance of the services in terms of this agreement, shall be treated as strictly confidential and shall not be divulged by the BANKER to any persons not being a party to any agreement and shall not be used other than for the purpose of this project with the written consent of the MUNICIPALITY unless such information:

- Is independently received by the recipient from a third party having the full right to disclose that information.
- Is independently received by the recipient from a third party having the full right to disclose that information.

#### **5.4 SPECIFICATION AND REQUIREMENTS**

#### 5.4.1 Banking Products and Services

The Bidder must provide a full set of electronic and other banking products and services available to the Municipality

The Bidder should provide the pricing information for cash deposit fees, cash management fees, stop payment fees, electronic transfer fees and other applicable as well as for what period it will be effective.

## 5.4.2 Handling Cash

#### The Bidder must:

- Supply information indicating procedures and authorisation requirements for cash deposits, withdrawals, stop payments instructions and any other services provided relating to the handling of cash with the associated costs.
- Provide ongoing advice on fraud prevention and the methods of detecting fraud.
- Indicate the ability to collect cash on a regular basis from predetermined entities as outlined in the Section 2 above (Please Note our Cash Collection points can grow).
- Demonstrate the safety precautions and detail the necessary insurance in handling the cash.
- Supply information as to who is responsible for which part of the process in the cash collection.
- Indicate the ability to provide technologically driven bulk collection system with the latest security features.
- Provide a comprehensive collection service.
- Provide an online banking system for bulk cash deposits.
- Offer same day value for all types of collections cash payments.
- Maintain a modern cash counting facility with full colour CCTV.
- Provide supporting documentation immediately after processing deposits.
- Retain records of deposits and tapes for at least 365 days.
- Installing a masked account system that requires registration of the customer before electronic payments are made into out bank account.

### 5.4.3 Electronic Banking Services

The service required by the Municipality include the daily sweeping of current accounts, electronic funds, transfers, deposits identifications when payment is received or made electronically.

The Bidder must indicate whether it has:

- Multi-layered security enabling individual access to transfers and/or enquiries irrespective of physical will audit trail capabilities
- Has the capacity in order for the Municipality to identify and offer modular cash management functionalities.
- Must be able to operate as a house banker if more than one banker is involved to facilitate the daily sweeping.
- Have predetermined electronic payments set up with standard payment details for both third party payments and internal transfers.
- Have ad-hoc electronic transfers for 3<sup>rd</sup> party payments and internal transfers.
- Direct online stop payments facilities and the reversal thereof.
- Has a direct on-line function to enquire to the status of cashed cheques.
- Has the ability to assist the Municipality in applying limits to transactions and account and the monitoring thereof.
- Has the ability to handle large volumes online.
- Can provide electronic identification and reconciliation of counter deposits.
- Provide automatic confirmation systems with the Municipality's accounting systems.
- Has direct on line function to enquire on the status of al relevant bank accounts.
- Provided for a deposit identification with electronic transfers and deposits, the number and type of characteristics should be supplied.
- Has the ability to supply information pertaining to unpaid ACB transactions.
- Can sort information based on deposit identification.
- Can provide real time cash management information to optimise the Municipality fund management
- Has the ability to interface with commercial procurement systems and what existing interfaces are in place.
- Has the ability to transact electronically via the bank with suppliers of goods and services as and when required.
- Can provide one main charges account for all the bank charges including our third-party charges.
- Ability to provide a separate bank charges account per collections channel with detailed analysis of relevant charges.
- Can provide facilities for cancellation of debit orders that did not go through.
- Can provide validation service of corrections for incorrect deposits.
- Ability to retain and provide financial records for a period of 2 years
- Ability to assist in revolving unallocated payments emanating from electronic payments.
- Ability to present bank charges per business unit and per service type.

#### 5.4.4 Cell Phone Banking

One of the Municipality's ongoing strategies is to create a culture of payment amongst its residents. Please provide us with a proposal how you could assist the Municipality with this drive using the facilities on Cell Phone technology.

## 5.4.5 Telephone and Internet banking

Please provide the Municipality with a detailed proposal of how they could utilise this facility and outline all the security features.

Please outline any other electronic banking Services that you provide and outlining the prices in the pricing schedules.

#### 5.4.6 Card Facilities

Please outline in detail all the CARD Facilities Available indicating their purpose and of what benefit they be to the Municipality. Outline the prices of these facilities in the pricing schedule and whether they are MFMA compliant.

### 5.4.7 Reporting, Audit Trails and Queries

The Bidder must:

- Supply information of its ability to provide daily and monthly cash management reports and statements.
- Provide information as to what audit trails will be available, in what form and how daily and ad-hoc queries will be addressed. Response time to supply statements should be stated.
- Indicate whether it can provide a breakdown of information of the bank charges and costs to allow the Municipality to reconcile with Proposal prices
- Indicate any additional costs that are incurred with the supply of the information.
- Demonstrate executive reporting facilities to assist in the control and monitoring of accounts and exceptions reporting for amounts that exceed a specific limit and an unusual pattern of spending

#### SPECIFIC REQUIREMENTS AND ISSUES

## 5.4.8 Short Term Facilities Required (If there is a cost involved for this service, please include it in the Pricing Schedule)

The Municipality does exercise cash management and risk management and therefore requires the house banker to provide a minimum of two-million-rand short term cash facilities which can be utilised in the form of an overdraft. Please provide indicative rates for such facilities.

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

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

## 5.4.9 Custodian Services (if there is a cost involved for this service, please include it in the Pricing Schedule)

The Municipality from time to time has financial investments in the form of scrip and the Bidder must indicate the custodian services and the cost it can offer. With the dematerialisation of the money market the Proposals must indicate how they can assist the Municipality in this regard.

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

## 5.4.10 Settlement Agent (if there is a cost involved for this service, please include it in the Pricing Schedule)

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

## 5.4.11 Implementation Plan (if there is a cost involved for this service, please include it in the Pricing Schedule)

The Bidder must provide the Sedibeng District Municipality with a project implementation plan demonstrating its ability to implement the banking service and its capability to achieve within the time frames. The time frame for implementation is approximately 6 months. Any cost associated with the implementation should be **indicated**, **identified and justified**. It is imperative that all the cost for implementation be revealed during the Proposal under the pricing schedule, as the Municipality cannot be held liable for costs that are not reflected in the Proposal Document.

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

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

Any additional hardware that would be required to ensure that the Municipality's IT system function effectively.

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

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

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

All IT related roles and responsibilities must be clearly outlined.

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

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

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

Outline a plan to provide the Municipality senior management and its employees with ongoing

advice and training on fraud prevention and methods of detecting fraud.

Advice and facilities to detect money-laundering activities.

## 5.4.14 Training and Skills Transfer (if there is a cost involved for this service, please include it in the Pricing Schedule)

The Municipality is continuously focusing on the skilling and the training of its Staff. The Bidder is required to provide the Municipality with a detailed proposal outlining a training strategy and plan with timeframes with regard to, among others, the following.

Training that will be provided on the various banking products and facilities that will be used by the Municipality.

- Training on Front Line Staff
- Call Centre Training
- Training on Customer Care, Cash Handling, Detection of fraud etc.
- Continuous on- site training on the use of the Bidders electronic banking systems.
- Use of the Banks training facilities for the training of our Executive senior and junior staff

## 5.4.15 Other Specific Requirements

All Bidders have in their possession a list of Immovable property in repossession and under judicial management or estate. Please provide us with a list of the abovementioned properties.

Please provide us with a list of property in the Bidder's ownership and an updated status of Services Account. The Bidder's must ensure that all the properties in their ownership are up to date in their payment.

In the event of disputes about payment of any of their properties, the Bidders must furnish the Municipality with written proof.

#### **5.4.16 Service Level Agreement**

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

The service level agreement must also indicate how costs and services are evaluated and adjusted on a regular basis. The quoted prices will be subject to a maximum annual increase in CPI based on the proposed level of service. Where the Bidders provide for a smaller adjustment, this should be clearly indicated in this manner. The Service Level Agreement shall be subject to scrutiny and negotiating with the Municipality.

## 5.4.17 Demonstrating financial stability and viability of The Bidder

The Bidders must demonstrate in written submission the financial stability of their organisation for detailed evaluation. The Bidders are therefore obliged to furnish the Municipality with their latest financial statements.

The Bidders must provide their ownership and shareholding detail in the Proposal.

### 5.4.18 Business Partnerships

#### WE ARE HELPING

#### HELP US TO HELP YOU

The Municipality is in the process of encouraging the residents of Sedibeng to pay for the services rendered by the Municipality. The Culture of non-payment of services is rampant. All individuals, small and big businesses in Sedibeng are affected by the culture of non-payment of services. The Bidder's contribution towards the elimination of this problem is encouraged. To render effective and prompt services, members of the community have to pay for services, and the business community has a major role to play for the economic survival of the Municipality, thereby ensuring that the Municipality becomes the leading world class Municipality of the future.

It is imperative that this culture of payment is fostered on a continuous basis. The Revenue Cluster proposes a Business Partnership between the Municipality and the successful Bidder/Banker to drive this campaign.

It is proposed that the successful Banker enter into a Business Partnership with the Municipality to drive the Public Partnership Campaign.

The Municipality proposes the following suggestions, among others:

- Bank contact centre numbers must be made available to place on all ads to encourage our customers to register for electronic banking to pay accounts.
- All payment points and other Centres identified where payment is made to be equipped with Debit Card Facilities.
- Joint partnerships and Branding of the Municipality's pay points, (Here the banker should be encouraged to make use of our physical footprint i.e. pay points to expand their footprint, but also to possibly manage the cash payment part of our business) please come up with a proposal.
- Banker to ensure that all new bank accounts opened call for details on municipal
  accounts and that the two are linked via auto banking facilities so client can pay their
  municipal bills at the auto teller. (In the proposal please outline the cost of setting up
  this infrastructure)
- Bankers to ensure that all bond granted include a debit order facility for municipal service and rates account as they do for mortgage payments. (In the proposal please outline the cost of setting up this infrastructure)
- Bankers to contribute substantially to social capacity building facility whereby all new homeowners are educated in terms of how to manage their property with regard to their

civic responsibilities. This facility can be used for printing literature, workshops, public awareness campaigns budget planning etc (*In the proposal please detail the form of contribution*)

- Customer education around common areas of interest like buying and selling a property in the Municipality, using Internet bank etc.
- Joint branding of advertising campaign relating to the creating the culture of payment, the use of IT facilities such as e-mails, SMS (cell-phones), billboards, CCTV, customer education drives through various means, defined access to the Bidder's distribution channels for approved messages to drive this campaign, information campaigns, incentive programmes, having jointly branded posters in the banking hall, having municipal messages on ATM machines, having municipal payments profiled on websites, branding messages proposing the common interest between the Municipality and the Bidders.
- Regarding the abovementioned the bidder innovation and dynamic proposals will be highly considered.
- The Bidders are encouraged to form a Business Partnership with the Municipality for this purpose bearing in mind that there are long-term and overarching benefits for both parties.

## 5.4.19 Social Responsibilities

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

- Community Development Initiatives
- Community Projects
- Corporate Social Investment
- SMME access to finances particularly targeted to geographical area of Sedibeng
- Financing initiatives to the lower income groups
- Enterprise Development
- Empowerment Financing
- Education
- Job Creation
- Community Based HIV/AID Programme

#### 5.4.20 Background Information Required.

Audited financial statement for the last 3 years.

The memorandum or articles of association, and/or corporate registration documents.

#### 5.5 MINIMUM REQUIREMENTS

- Registration on CSD (Central supplier Database);
- Up to Date Utilities account / Lease agreement not older than 3 months;
- Tax compliance status PIN (to enable the municipality to verify the bidders' tax compliance status);
- Proof of Registration with the Prudential Authority (PA) not older than 12 months;
- Financial Service Board (FSB /FSCA) registration certificate; and
- National Credit Regulator (NCR) registration certificate

#### 5.6 PRICING

Bidders are requested to quote firm prices effective from 1<sup>st</sup> July 2022. The pricing shall be fixed for one year thereafter price increases are to be negotiated annually. The period for which these prices shall be effective, together with the dates for future annual reviews and their notice periods shall be indicated.

Any costs applicable to implementation of nee banking systems and procedures, including the cost of training SDM staff, computer software and hardware, etc., should be shown separately from transaction costs.

The Bidder must be transparent in all their pricing. Please provide us with a detailed list of your pricing quoting price including Value Added Tax (VAT). For ease of reference your pricing schedule should be laid out as follows:

#### Example of pricing schedule that must be reproduced.

Service/Activity	Price including vat	Frequency

- If prices are included elsewhere in the Proposal document they must also be included in this schedule.
- Please also indicate the negotiability or flexibility of the prices.
- Also confirm at what point and how often the prices in the pricing schedule will be adjusted and which market index will be used.
- Failure to include services in the pricing schedule which is part and parcel of the facility would mean that the Bidder has not been transparent in its pricing and the

Municipality will reserve the right to demand that particular service Free of Charge.

### 5.7 EVALUATION CRITERIA

The table below indicated points and weightings for the various evaluation criteria to be used in assessing proposals;

## **Points and Weightings for Proposal Evaluation**

Criteria	Weighting	Value (Max of 5 points per criteria	Score = (weight x value) Max score of 500
Banking products	20		
and services			
Electronic banking	20		
services ELE			
Card facilities, cash	20		
handling.			
Other	20		
enhancements,			
reporting, audit trails			
and query			
resolvement			
Social responsibility	20		
TOTAL	100 points		

## **Technical/Specification Proposal.**

These sections will be evaluated first in order to determine whether the proposal is technically sound. Bidders scoring less than 70% will be disqualified.

1 <sup>ST</sup> STAGE OF BID EVALUATION	FUNCTIONALITY TOTAL SCORE: 100%
	THRESHOLD (MINIMUM SCORE REQUIRED = 70%
2 <sup>ND</sup> STAGE OF BID EVALUATION	PRICE = 80
	B-BBEE = 20

## MBD 3.3

# PRICING SCHEDULE (Professional Services)

		of Bidder g Time: 12.		Bid Number: 8/2/3/1 - 202			
OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.							
ITEM NO.	Ql	JANTITY	DESCRIPTION	BID PRICE IN RSA CURI **(ALL APPLICABLE TAXES IN			
1.	2. R. 3.	of proposal Bidders ar estimated expenses PERSONS RATES AI RENDERE PERSON	re required to indicate time for completion of inclusive of all applications.  S WHO WILL BE INVERTIFIED IN TERMS HERE  AND POSITION  AND POSITION  ACCORDING TO WHO	HOURLY RATE	DAILY RATE  R  R  R  R		
		SPENT	days	ASE AND MAN-DAYS TO BE	R		

			32
	R		-
days			
dove	R		-
days			
5.1Travel expenses (specify, for example rate/km and total km ofairtravel, etc). Only actual costs are recoverable. Proof of expenses incurred must accompany certified invoices.			
DESCRIPTION OF EXPENSE TO BE INCURRED RATE	QUANTITY	AMOUNT	
R			
	··		
R			
R			
	·		
R  Dicable taxes" includes value-added taxes, pay as you earn, e fund contributions and skills development levies.	income tax,	unemploym	nent
5.20ther expenses, for example accommodation (specify, eg. star hotel, bed and breakfast, telephone cost, reproduction etc.). On basis of these particulars, certified invoices will be for correctness. Proof of the expenses must accompany inv	cost, checked		
DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTIT	Y
R			
R			
R			

Initial here \_\_\_\_\_

			<b></b>					R		<b>-</b> 			
R								TOTAL	:				
	6.		•		or comm				ct af	fter a	cceptance	e of	bid
	7.	Estima	ated		nan-days			_	oletion		of	pro	oject
					quoted			the	full	period	d of	contr	act?
		If not f	firm for ments	the full will be a	period, pro applied for,	vide deta for exam	ils of th ple con			nich			

#### **DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their positioning relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative				
3.2 Identity Number:				
3.3 Position occupied in the Company (director, trustee, hareholder²)				
3.4 Company Registration Number:				
3.5 Tax Reference Number				
3.6 VAT Registration Number:				
3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.				
3.8 Are you presently in the service of the state? YES / NO				
3.8.1 If yes, furnish particulars.				

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of -
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces:
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) An employee of Parliament or a provincial legislature.
- <sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9	Have you been in the service of the state for the past twelve months?YES / NO				
	3.9.1 If yes, furnish particulars				
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?YES / NO				
	3.10.1 If yes, furnish particulars.				
3.11	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?  YES / NO				
	3.11.1 If yes, furnish particulars				
2 42	Are any of the company's directors, trustoes, managers				
3.12	Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state? YES / NO				
	3.12.1 If yes, furnish particulars.				
3.13	Are any spouse, child or parent of the company's director'strustees, managers, principal shareholders or stakeholders in service of the state? <b>YES / NO</b>				
	3.13.1 If yes, furnish particulars.				
3.14	Do you or any of the directors, trustees, managers, principle shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. <b>YES / NO</b>				
	3.14.1 If yes, furnish particulars:				

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<del></del>	i uli ucialis di ulico	1013 / 11U31CC3 /	/ 11161110613/	SHALCHUIUCIS.

Full Name	Identity Number	State Employee Number

Signature	Date
Capacity	Name of Bidder

Initial here \_\_\_\_\_

**MBD 6.1** 

# PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

# 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of

contribution are not claimed.

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

#### **DEFINITIONS** 2.

2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance

fund contributions and skills development levies;

- 2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad
  - -Based Black Economic Empowerment Act;
- "B-BBEE status level of contributor" means the B-BBEE status received by a measured 2.3 entity based

on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic

**Empowerment Act:** 

- 2.4 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic

Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration:
- 2.7 "consortium or joint venture" means an association of persons for the purpose of combining

expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

- 2.8 "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 "EME" means any enterprise with an annual total revenue of R5 million or less .
- 2.10 "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 "functionality" means the measurement according to predetermined norms, as set out in the bid

documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- 2.12 "non-firm prices" means all prices other than "firm" prices;
- 2.13 "person" includes a juristic person;
- 2.14 "rand value" means the total estimated value of a contract in South African currency, calculated at

the time of bid invitations, and includes all applicable taxes and excise duties;

- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007:
- 2.17 "**trust**" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 "**trustee**" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

# 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

# 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

# 80/20

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

# 5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, 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.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated

entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group

structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

# 6. BID DECLARATION

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

7.	B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS
	1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

# 8 SUB-CONTRACTING

8.1	Will any portion of the contract be sub-contracted?	YES / NO (delete which is not
appli	icable)	
~ 4 4	ing the state of t	

8.1.1 If yes, indicate:

(i)	what percentage of the contract will be subcontracted?	%
-----	--------------------------------------------------------	---

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9	DECLARATION WITH REGARD TO COMPANY/FIRM
9.1	Name of firm :
9.2 9.3	VAT registration number :  Company registration number :
9.4	TYPE OF COMPANY/ FIRM
	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited
	[TICK APPLICABLE BOX☑]
9.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
9.6	COMPANY CLASSIFICATION
	Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc.
	[TICK APPLICABLE BOX]
9.7	MUNICIPAL INFORMATION
	Municipality where business is situated
	Registered Account Number
9.8	TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?
9.9	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the
points	claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I

/ we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation:
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audialteram' partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

SIGNATURE(S) OF BIDDER(S)	
DATE:	
ADDRESS:	
	WITNESSES:
	1
	2

MBD 7.1

### **CONTRACT FORM - RENDERING OF SERVICES**

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

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

- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *viz* 
    - Invitation to bid:
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract:
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

Initial here

I confirm that I am	duly authorised to sign this contr	act.
NAME (PRINT)		WITNESSES
CAPACITY		1
SIGNATURE		2
NAME OF FIRM		
DATE		

MBD 7.2

# **CONTRACT FORM - RENDERING OF SERVICES**

	331111113	TOTAL REINE	ZIKINO OI OZI		
	PART 2 (TO	BE FILLED IN	BY THE PURCH	HASER)	
1.	Iasasaccept your bid under ref		in	my	capacity for the
	rendering of services indicate				
2.	An official order indicating ser	vice delivery inst	ructions is fortho	coming.	
3.	I undertake to make payment conditions of the contract, with				the terms and
	DESCRIPTION OF SERVICE	PRICE (ALL APPLICABL E TAXES INCLUDED)	COMPLETIO N DATE	B-BBEE STATUS LEVEL OF CONTRIBUTI ON	MINIMUM THRESHOLD FOR LOCAL PRODUCTIO N AND CONTENT (if applicable)
4.	4. I confirm that I am duly authorised to sign this contract.				
SIGN	IED AT	ON	l		
NAM	E (PRINT)				
SIGN	IATURE				
OFFI	CIAL STAMP		WITNE	ESSES	
Tender	· No: 8/2/3/1 – 2022		ider for (		-

# DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 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.
- 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).
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	Yes	No
	(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied).		
	The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
	TheRegister for Tender Defaulters can be accessed on the National Treasury's website ( <a href="www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

1.3.1	If so, furnish particulars:			
tem	Question	Yes	No	
1.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No	
.4.1	If so, furnish particulars:			
1.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No	
l.7.1	If so, furnish particulars:			
I, T	CERTIFICATION HE UNDERSIGNED (FULL NAME)			
CEI DEC				
CEI DEC I A MA	HE UNDERSIGNED (FULL NAME) RTIFY THAT THE INFORMATION FURNISHED ON THIS CLARATION FORM TRUE AND CORRECT. CCEPT THAT, IN ADDITION TO CANCELLATION OF A CO	OVE TO		



# **DEPARTMENT: SUPPLY CHAIN MANAGEMENT**

**Sedibeng District Municipality** P.O. Box 471 Vereeniging, 1930 Republic of South Africa Tel: +27 16 450 3126 Fax: +27 86 682 9892

Pleas	e provide at least 3 references
1.	Name:
	Company:
	Position Held:
	Contact Number (s) work
	Mobile
2.	Name:
	Company:
	Position Held:
	Contact Number (s) work
	Mobile
3.	Name:
	Company:
	Position Held:
	Contact Number (s) work
	Mobile
4.	Name:
	Company:
	Position Held:
	Contact Number (s) work
	Mobile
<b>5</b> .	Name:
	Company:
	Position Held:
	Contact Number (s) work
	Mohile

# PLEASE NOTE THAT THIS IS COMPULSORY\*\*\*

DESCRIPTION	YES	NO
	(√)	(X)
1. All pages are completely filled and signed by the		
authorized person:		
2. Original valid Tax Clearance Certificate obtainable from		
any South African Revenue Services branch has been		
attached:		
3. Original BBBEE Certificate		
4. Original current account of water and lights/Rates and		
Taxes obtainable from any Local or Metropolitan		
Municipality has been attached		
5. In a case of Joint Ventures (JV)/Consortium, the JV		
agreement has been attached		
6. The bidder has provided at least three contactable references		
7. Company registration documents e.g. CK document has		
been attached, in a case of a Private/Public company,		
shareholding information e.g. share certificate, has been attached		
8. Central Supplier Database summary report		

### MBD 9

# CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 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).<sup>2</sup> Collusive bidding is a *pe* se prohibition meaning that it cannot be justified under any grounds.

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

<sup>2</sup> 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.

<sup>&</sup>lt;sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

# CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:	
(Bid Number and Description)	
in response to the invitation for the bid made by:	
(Name of Municipality / Municipal Entity)	
do hereby make the following statements that I certify to be true and complete in every resp	ect:
I certify, on behalf of:that	at:
(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

- 1. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 2. 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.
- 3. 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.
- 4. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

<b>5.</b> 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	
FORM OF OFFER AND ACCEPTANCE		

# **OFFER**

The Employer, identified in the acceptant	ce signature block	, has solicited offe	r to enter into a	Contract
in respect of the following service:				

TENDER No: 8/2/3/1-2022

The tenderer, identified in the offer signature block has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the Conditions of Tender.

# THE OFFERED PRICE IS R..... (EXCLUSIVE / INCLUSIVE OF VAT)

This offer may be accepted by the Employer by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Conditions of Tender, whereupon the Tenderer becomes the party named as the Service Provider in the Condition of Contract.

Name(s):			
Capacity for the Tenderer:			
Name	and	address	of
organization)			
organization)  Name and Signature of Witne			

# **ACCEPTANCE**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender scheduled as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to, and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s):
Name(s):
Capacity for the Employer:
(Name and address of organization)
Name and Signature of
Witness: Date:

# **CREDIT ORDER INSTRUCTION**

It is the policy of the Sedibeng District Municipality to pay all creditors by means of direct bank transfers.

Please complete this information and acquire your banker's confirm	mation.
Name of Firm Account Holder:	
Address:	
Name of Bank:	
Name of Branch:	
Branch Code:	
Account Number:	
Type of Account:	
I/we hereby requested and authorize the Sedibeng District Municipaccrue to me/us to the credit of my/our bank account.	pality to pay any amounts that may
I/we understand that a payment advice will be supplied by the S normal way that will indicate the date on which funds will be available of payment.	
I/we further undertake the inform the Sedibeng District Municipality bank details and accept that this authority may only be cancelled by prepaid registered post.	, ,
Initials and Surname Authorized S	 Signature
Date:	- ·g. · - · · · ·
FOR BANK USE ONLY	
I/We hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:	
AUTHORISED SIGNATURES(S)	OFFICIAL DATE STAMP