

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGEBERG MUNICIPALITY)					
BID NUMBER:	TENDER-23/2024	CLOSING DATE:	08 NOVEMBER 2024	CLOSING TIME:	12H00
DESCRIPTION	PROVISION OF BANKING SERVICE FOR A PERIOD OF FIVE (5) YEARS, WITH EFFECT FROM 01 JULY 2025 OR NEAREST DATE AS DETERMINED BY THE CFO				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

LANGEBERG MUNICIPAL OFFICES					
28 MAIN ROAD					
ASHTON					
6715					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FAX NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX INCOME NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE VAT INCLUSIVE		R	
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM	CONTACT PERSON	MS LINDA NOKAMA		
CONTACT PERSON	Sabelo NGCONGOLO	TELEPHONE NUMBER	023 615 8000		
TELEPHONE NUMBER	023 615 8000	FAX NUMBER			
FAX NUMBER	023 615 1563	E-MAIL ADDRESS	anokama@langeberg.gov.za		
E-MAIL ADDRESS	sngcongolo@langeberg.gov.za				

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



TENDER-23/2024

Tenders are hereby requested for the **PROVISION OF BANKING SERVICE FOR A PERIOD OF FIVE (5) YEARS, WITH EFFECT FROM 01 JULY 2025 OR NEAREST DATE AS DETERMINED BY THE CHIEF FINANCIAL OFFICER** as specified in the bid document.

Completed Bids, in sealed envelopes, clearly marked **“TENDER-23/2024: PROVISION OF BANKING SERVICE FOR A PERIOD OF FIVE (5) YEARS, WITH EFFECT FROM 01 JULY 2025 OR NEAREST DATE AS DETERMINED BY THE CHIEF FINANCIAL OFFICER (CFO)”** should be placed in the tender box, at the Langeberg Municipal Office, 28 Main Road, Ashton, not later than **12:00 on 08 NOVEMBER 2024** when the Bids will be opened in public. Late, faxed or e-mailed tenders will not be considered.

In terms of Section 7 and 85 of the Municipal Finance Management Act, 2003 (Act 56 of 2003) as well as regulation 30 of the Supply Chain Management Regulations, the Municipality must procure banking service through a competitive bidding process. Commercial banks registered in terms of the Banks Act, No. 94 of 1990, are hereby invited to submit tenders to provide banking services to Langeberg Municipality for a period of 5 years.

Only service providers who meet the eligibility criteria set out in the conditions of the tender are encouraged to participate in this tender.

Tenders that are not registered in terms of the Banks Act will be deemed non-responsive and will not be considered.

COMPULSORY CLARIFICATION MEETING:

A COMPULSORY CLARIFICATION MEETING WILL BE HELD ON THE 01 OCTOBER 2024, AT 11H00, AT COMMITTEE ROOM 3, THE ASHTON MUNICIPAL OFFICES, 28 MAIN ROAD, ASHTON, PERSONS ARRIVING LATER THAN 11H15 WILL NOT BE ALLOWED INTO THE MEETING.

Prospective tenderers shall meet in: **COMMITTEE ROOM 3**, Service providers who arrive 15 minutes later than the mentioned starting time will not be allowed into the meeting. Please note: The Municipality prefers that Senior Company Staff members or Contract Managers attend the compulsory clarification meeting as the Tender Specifications will be discussed in detail along with the Execution phase expectations and possible amendments. It remains the Bidder's responsibility to familiarize themselves with and fully understand the tender specifications to be able to submit a responsive tender.

This will be a 2 Envelope Competitive bidding process, comprising of a Technical Evaluation process and Price Evaluation process. Two separate envelopes must be submitted, clearly marked “Technical Evaluation” and “Price Evaluation”; and should contain the documentation required for the respective evaluation process.

The municipality will at first, only open the envelope marked as **“Technical Evaluation”** and evaluate all the Technical Evaluation bid documentation received in terms of the Technical Evaluation Criteria. Bidders scoring less than **45-points out of 60- points in respective of “Technical Evaluation”** will be regarded as submitting a non-responsive tender and will be disqualified.

The Price Evaluation documentation for all responsive tenders for bidders that scored **45-points or more** for **Technical Evaluation**, will only be opened and evaluated in terms of the Price criteria.

Bidders may be required to demonstrate their banking solution through a practical demonstration in line with the technical requirements as stated should the Municipality require so.

PLEASE NOTE:

The official Bid document must be fully completed in black ink, all pages must be submitted and the document should preferably be bound. Supporting documents must be submitted separately and must be stapled or bound.

The lowest, or any tender, will not necessarily be accepted and council reserves the right to accept any tender. Tenders will be evaluated according to the Council's Supply Chain Management Policy and the 80/20 Preference Point system. The Supply Chain Management Policy can be viewed at Municipal Offices or www.langeberg.gov.za

Tender documents are available from **30 AUGUST 2024**, on the Langeberg Municipal website: www.langeberg.gov.za

Please refer written enquiries to **MS L NOKAMA** (Inokama [@langeberg.gov.za](mailto:Inokama@langeberg.gov.za)).

DP LUBBE
MUNICIPAL MANAGER
Private Bag X2
Ashton,
6715



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1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions:

The following terms shall be interpreted as indicated

- 1.1.1. **"Closing time"** means the date and hour specified in the bidding advertisement for the receipt of bids.
- 1.1.2. **"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.
- 1.1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.1.6. **"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.
- 1.1.7. **"Day"** means calendar day.
- 1.1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.1.10. **"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.
- 1.1.11. **"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.
- 1.1.12. **"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.
- 1.1.13. **"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.
- 1.1.14. **"GCC"** means the General Conditions of Contract.
- 1.1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.1.16. **“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.
- 1.1.17. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.1.18. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.1.19. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.1.20. **“Purchaser”** means the organization purchasing the goods.
- 1.1.21. **“Republic”** means the Republic of South Africa.
- 1.1.22. **“SCC”** means the Special Conditions of Contract.
- 1.1.23. **“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.
- 1.1.24. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.1.25. **“Tort”** means in breach of contract.
- 1.1.26. **“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.
- 1.1.27. **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

1.2. Application

- 1.2.1. 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.
- 1.2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 1.2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply

1.3. General

- 1.3.1. 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 nonrefundable fee for documents may be charged

- 1.3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

1.4. Standards

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

1.5. Use of contract documents and information inspection

- 1.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 1.5.4. 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.

1.6. Patent Rights

- 1.6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 1.6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

1.7. Performance security

- 1.7.1. 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.
- 1.7.2. 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.
- 1.7.3. 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:
- 1.7.4. 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 a cashier's or certified cheque
- 1.7.5. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

1.8. Inspections, tests and analyses

- 1.8.1. All pre-bidding testing will be for the account of the bidder.
- 1.8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 1.8.3. 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.
- 1.8.4. If the inspections, tests and analyses referred to in clauses 1.8.2 and 1.8.3 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.
- 1.8.5. Where the goods or services referred to in clauses 1.8.2 and 1.8.3 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.
- 1.8.6. Goods and services which are referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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.
- 1.8.8. The provisions of clauses 1.8.4 to 1.8.7 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 1.22 of GCC.

1.9. Packing

- 1.9.1. 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.
- 1.9.2. 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.

1.10. Delivery and documents

- 1.10.1. 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.

1.11. Insurance

- 1.11.1. 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.

1.12. Transportation

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

1.13. Incidental Services

- 1.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 1.13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 1.13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 1.13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 1.13.1.4. 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
 - 1.13.1.5. 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.
- 1.13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

1.14. Spare parts

- 1.14.1. 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:
- 1.14.2. 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 in the event of termination of production of the spare parts:
- 1.14.3. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

1.15. Warranty

- 1.15.1. 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.

- 1.15.2. 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.
- 1.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.15.4. 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.
- 1.15.5. 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.
- 1.15.6. All Machinery must comply with the Occupational Health and Safety (OHS) Act and its applicable regulations and standards.

1.16. Payment

- 1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 1.16.2. 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.
- 1.16.3. 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.
- 1.16.4. Payment will be made in Rand unless otherwise stipulated.

1.17. Prices

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

1.18. Variation orders

- 1.18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 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.

1.19. Assignment

- 1.19.1. 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.

1.20. Subcontracts

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

1.21. Delays in the supplier's performance

- 1.21.1. 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.
- 1.21.2. 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.
- 1.21.3. 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.
- 1.21.4. Except as provided under GCC Clause 1.25, 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 1.22.1, unless an extension of time is agreed upon pursuant to GCC Clause 1.22.2 without the application of penalties.
- 1.21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling the contract, be entitled to purchase goods 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.

1.22. Penalties

- 1.22.1. Subject to GCC Clause 1.25, 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 1.23.

1.23. Termination for default

- 1.23.1. 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:
 - 1.23.1.1. 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 1.21.2;

- 1.23.1.2. if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 1.23.2. 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.
- 1.23.3. 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.
- 1.23.4. 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.
- 1.23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprises 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 associate
- 1.23.6. .If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 1.23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 1.23.6.2. the date of commencement of the restriction
 - 1.23.6.3. the period of restriction; and
 - 1.23.6.4. the reasons for the restriction.
- 1.23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 1.23.8. If a court of law convicts a person of an offence as contemplated in section 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.

1.24. Antidumping and countervailing duties and rights

- 1.24.1. 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 favorable 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 goods 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.

1.25. Force Majeure

- 1.25.1. Notwithstanding the provisions of GCC Clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture of its performance 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.
- 1.25.2. 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.

1.26. Termination for solvency

- 1.26.1. 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.

1.27. Settlement of Disputes

- 1.27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or 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.
- 1.27.2. 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.
- 1.27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 1.27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
 - 1.27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 1.27.4.2. the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

1.28. Limitation of Liability

- 1.28.1. Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 1.6;

- 1.28.1.1. 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
- 1.28.1.2. 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.

1.29. Governing language

- 1.29.1. 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.

1.30. Applicable law

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

1.31. Notices

- 1.31.1. 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.
- 1.31.2. 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.

1.32. Taxes and duties

- 1.32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 1.32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 1.32.3. 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.
- 1.32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

1.33. Transfer of contracts

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

1.34. Amendment of contract

- 1.34.1. 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.

1.35. Prohibition of restrictive practices

- 1.35.1. 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.
- 1.35.2. 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 investigating and possible impossible of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 1.35.3. 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.



2. SPECIAL TENDER CONDITIONS

SPECIAL TENDER CONDITIONS

This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Broad Based Black Economic Empowerment (BBBEE) will receive preferential adjudication.

Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula.

For tenderers to qualify for the advantages of the policy, they must thoroughly complete the document. **If the schedules are not thoroughly completed the tender will not be considered.**

Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution.

The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton and websites (www.langeberg.gov.za).

2.1 TENDER DOCUMENTS

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totalled, completed in all respects, signed and sealed in an envelope which is to be endorsed **“TENDER-23/2024: PROVISION OF BANKING SERVICE FOR A PERIOD OF FIVE (5) YEARS, WITH EFFECT FROM THE 01 JULY 2025 OR NEAREST DATE AS DETERMINED BY THE CHIEF FINANCIAL OFFICER (CFO)”**.

” must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

2.1.1. Tenders submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender box by the closing time for such tenders. The Langeberg Municipality disclaims any responsibility for seeing that such tenders/ are lodged in the tender box.

2.1.2. Any tender delivered to an address other than the one stipulated in the tender notice will not be accepted. Tenders may not be handed in at other offices of the Langeberg Municipality.

2.1.3. Tenders will be opened in public, shortly after closing time of tenders. The name of the tenderer/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.

2.1.4. Tenders received after the closing date and time shall be declared invalid and will not be considered.

2.2 SOUTH AFRICAN CURRENCY

- 2.2.1 All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.
- 2.2.2 Tenders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

2.3 INCOMPLETE TENDERS/BIDS

- 2.3.1 Tenders will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender or in any of the completed tender schedules.

2.4 WITHDRAWAL OF TENDERS/BIDS

- 2.4.1 A tenderer/bidder may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/.

2.5 CHECKING OF TENDER DOCUMENTS

- 2.5.1 Before submitting a tender the tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.
- 2.5.2 The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

2.6 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

- 2.6.1 The Langeberg Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

2.7 PERIOD OF VALIDITY

- 2.7.1 Tenders, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of **120 days**.

2.8 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

- 2.8.1 The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.9 PREFERENTIAL PROCUREMENT

- 2.9.1 Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

2.10 REGISTRATION AS SERVICE PROVIDER

- 2.10.1 Only those tenderer/bidders that are registered on the Central Supplier Database as service providers, or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

2.11 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

- 2.11.1 Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e. percentage of work to be performed by each partner.
- 2.11.2 All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.
- 2.11.3 It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

2.12 LOCAL BUSINESS/OFFICE:

- 2.12.1 A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipality area.

2.13 TEST FOR RESPONSIVENESS

- 2.13.1 No Tender will be considered unless it meets the following responsiveness criteria:
- 2.13.2 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.
- 2.13.3 The tender must be deposited in the relevant tender box as indicated on the notice of the tender on or before the closing date and time of the bid
- 2.13.4 An Income Tax Number and a Tax verification pin (OTP) must be submitted with the tender/bid on or before the closing date and before the closing time.
- 2.13.5 A latest Municipal service account obtained from the local municipality must be submitted.
- 2.13.6 The official tender document must be fully completed in black ink, all pages must be submitted and should preferably be bound. Where information requested does apply to the bidder and the space is left blank, the tender document will be deemed as non-responsive.
- 2.13.7 If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information
- 2.13.8 The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- 2.13.9 The tenderer/bidder must adhere to pricing Instructions
- 2.13.10 The tenderer/bidder must complete and sign all tender forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.

- 2.13.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.
- 2.13.12 All tenders' conditions/specifications must be complied with.

2.14 PAYMENT OF INVOICES

- 2.14.1 All payments from the Langeberg Municipality will be made within 30 days of receipt of valid tax invoice for goods and services rendered to the satisfaction of the Municipality,



3. DECLARATION OF “IN THE SERVICE OF THE STATE”

If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state:

.....

The capacity in which that person is in service of the state:

.....

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? (If yes please specify)

.....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner	☐	☐	☐
Director	☐	☐	☐
Manager	☐	☐	☐
Shareholder	☐	☐	☐

“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.

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

4. MUNICIPAL SERVICE ACCOUNT

4.1 An original latest municipal account must be attached to this page.

4.2 It should be noted that the tender cannot be considered/evaluated if any municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or entity, are in arrears for more than three months,

4.3 If the bidder or any of its directors are not responsible for the payment of municipal rates of service charges to the municipality or municipal entity, or to any other municipality or entity, a sworn affidavit to this effect must be attached to this page.



5. PRICING SCHEDULE – FIRM PRICES (MBD 3.1) (PURCHASES)

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

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

Name of bidder:

Bid number:

Closing Time 12:00

Closing date:

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

6. DECLARATION OF INTEREST (MBD 4)

6.1 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

6.1.1. the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

6.2.1 Full Name of bidder or his or her representative:

6.2.2 Identity Number:

6.2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

6.2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

6.2.5 Tax Reference Number:

6.2.6 VAT Registration Number:

6.3 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 6.5 below.

¹"State" means –

- a) 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);
- b) any municipality or municipal entity;
- c) provincial legislature
- d) national Assembly or the national Council of provinces; or
- e) Parliament.

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

6.4 Are you or any person connected with the bidder presently employed by the state? YES / NO

6.4.1 If so, 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:

.....

.....

- 6.4.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative
- 6.4.3 work outside employment in the public sector? YES / NO
- 6.4.4 If yes, did you attach proof of such authority to the bid document? YES / NO
- 6.4.5 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

6.4.6 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

6.4.7 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

6.4.8 If so, furnish particulars:

.....

.....

.....

6.4.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

6.4.10 If so, furnish particulars.

.....

.....

YES/NO

.....

.....

.....

YES/NO

.....

.....

.....

[illegible]

6.6 DECLARATION

I, THE UNDERSIGNED (NAME):
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 6.2 and 6.5 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



MBD 6.1

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**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) the **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) 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
SPECIFIC GOALS	20
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 in regard to 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 Application of preference point system

3.1.1.1 The Municipality will, in the tender documents, stipulate —

- (a) the preference point system applicable; and
- (b) any specific goal as envisaged in section 2(1)(d) and (e) of the Preferential Procurement Act.

3.1.1.2 If it is unclear whether the 80/20 or 90/10 preference point system applies—

- (a) in the case of a tender to generate income or to dispose of or lease assets, the highest acceptable tender; or
- (b) in the case of any other tender, the lowest acceptable tender, must be used to determine the applicable preference point system.

3.1.2 Points for Price: 80/20 preference point system for acquisition of goods or services with Rand value equal to or above R30 000 and up to R50 million

3.1.2.1 The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where-

P_s = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

3.1.2.2 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.2.3 The points scored must be rounded off to the nearest two decimal places.

3.1.2.4 The contract must be awarded to the tenderer scoring the highest points.

3.1.3 . Points for price: 90/10 preference point system for acquisition of goods or services with Rand value above R50 million

3.1.3.1 The following formula must be used to calculate the points out 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

3.1.3.2 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.3.3 The points scored must be rounded off to the nearest 2 decimal places.

3.1.3.4 The contract must be awarded to the tenderer scoring the highest points.

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

The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value equal to, or above R 30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

3.2.1 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.2.2 The points scored must be rounded off to the nearest 2 decimal places.

3.3.3 The contract must be awarded to the tenderer scoring the highest points.

3.3.4 Points for price:90/10 preference point system for tenders to generate income or to dispose of or lease assets with Rand value equal to or above R50 million

3.3.5 The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value above R50 million, inclusive of all applicable taxes:

$$Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

3.3.6 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.3.7 The points scored must be rounded off to the nearest 2 decimal places.

3.3.8 The contract must be awarded to the tenderer scoring the highest points.

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.
- 4.2 A maximum of 20 points (80/20) preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:
- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability (BBBEE);
 - (b) Promotion of enterprises located in the municipal area
- 4.3 Regarding par 4.2 (a) 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows:

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

- 4.4 A tenderer must submit proof of its BBBEE status level contributor [scorecard].
- 4.5 A tenderer failing to submit proof of BBBEE status level of contributor –
- 4.5.1 may only score in terms of the 80/90-point formula for price; and
 - 4.5.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

4.6 Regarding par 4.2 (b) 50% of the 20/10 points will be allocated to promote this goal. Points will be allocated as follows.

Locality of supplier	Points
Within the boundaries of the municipality	10/5
Outside of the boundaries of the municipality	0

4.7 The policy should not include Pre-qualification goals.

4.8 Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender.

4.9 A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act.

4.9.1 may only score in terms of the 80/90-point formula for price; and

4.9.2 scores 0 points out of 10/5 of the relevant specific goals where the supplier or service provider did not stipulate.

4.10 The preference points scored by a tenderer must be added to the points scored for price.

4.11 The points scored must be rounded off to the nearest two decimal places.

4.12 The contract must be awarded to the tenderer scoring the highest procurement points.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE preference points system	05	10		
Promotion of enterprises located in the municipal area	05	10		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

5.1. Company registration number:

5.2. 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]

5.3. 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 1.4 and 4.2, 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:

.....

.....

.....

8 CONTRACT FORM - RENDERING OF SERVICES (MBD 7.2)

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)

- 8.1 I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- 8.2.1 The following documents shall be deemed to form and be read and construed as part of this agreement:
- 8.2.2 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;
- 8.2.3 General Conditions of Contract; and
- 8.2.4 Other (specify)
- 8.3 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.
- 8.4 I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 8.5 I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 8.6 I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

9. CONTRACT FORM - RENDERING OF SERVICES (MBD 7.2)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

9.1 I MR DP LUBBE in my capacity as: **MUNICIPAL MANAGER**,

9.2 accept your bid under reference number **TENDER-23/2024** dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

9.3 An official order indicating service delivery instructions is forthcoming.

9.4 I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

9 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

10.2 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.

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

10.4 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

10.5 been convicted for fraud or corruption during the past five years;

10.6 will-fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

10.7 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).

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

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

10.13	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 ☐
10.14	If so, furnish particulars:		
10.15	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 ☐
10.16	If so, furnish particulars:		
10.17	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 ☐
10.18	If so, furnish particulars:		

LANGEBERG

CERTIFICATION

MUNISIPALITEIT MUNICIPALITY MASIPALA

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

11 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

11.3 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

11.4 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 *per se* prohibition meaning that it cannot be justified under any grounds.

11.5 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:

11.6 take all reasonable steps to prevent such abuse;

11.7 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

11.8 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.

11.9 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.

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

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

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

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

12 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

12.11 I have read and I understand the contents of this Certificate;

12.12 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

12.13 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

12.14 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;

12.15 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:

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

12.16 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.

12.17 In particular, without limiting the generality of paragraphs 12.6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- prices;
- geographical area where product or service will be rendered (market allocation)
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit or not to submit, a bid;
- the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

- 12.18 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.
- 12.19 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.
- 12.20 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

LANGEBERG

MUNICIPALITEIT MUNICIPALITY MASJ ALA

13 CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third-party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and

- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

Municipal Manager

28 Main Road

Ashton

6715

or contact at mm@langeberg.gov.za;

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code may result in actions being taken against that service providers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the service provider to resolve any issues stemming from the breach. The range of actions to be imposed include but are not restricted to the following:

- Formal written warnings;
- Required disclosure of nature of breach in terms of the Policy;
- Immediate termination of contract;
- Criminal and/or civil action.

ACKNOWLEDGEMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

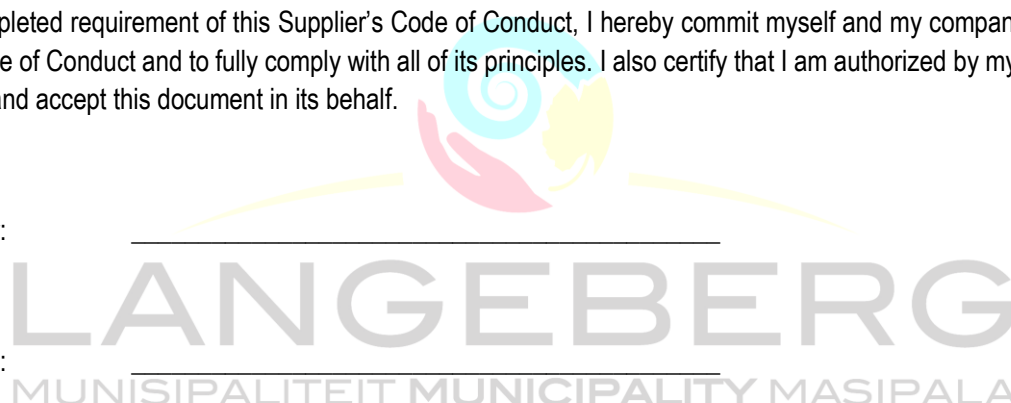
Supplier: _____

Address: _____

Representative: _____

Signature: _____

Date: _____



TECHNICAL SPECIFICATIONS

INTRODUCTION

The Contract entails the provision of banking services for the period not exceeding five (5) years. The Municipality herewith extends this invitation to call for tenders from commercial banks, who meet the eligibility criteria set out in the conditions of the tender.

In terms of Section 7 and 85 of the Municipal Finance Management Act, 2003 (Act 56 of 2003) as well as regulation 30 of the Supply Chain Management Regulations, the Municipality must procure banking service through a competitive bidding process.

It must be noted that should there be any other requirements or niche services which fall outside of the scope of this tender, the Council reserves the right to procure those services by means of a separate process.

The objective of this bid is to appoint a commercial bank to provide banking services to the municipality for a period not exceeding five (5) years.

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



1. ELIGIBILITY CRITERIA

Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

Who are registered as a bank (in terms of the Banks Act of 1990) (proof of registration must be submitted with the tender); Failure to provide the substantive evidence in terms of documentary proof will result in disqualification.

2. FINANCIAL INFORMATION

In terms of the Local Government Management Act, 2003 (Act 56 of 2003) a municipality must have at least a Primary Bank Account and other accounts necessary for financial administration.

The following monies are paid into the Primary Bank Account

- i. All revenue due to the Municipality;
- ii. All income received by the Municipality on its investment;
- iii. All income received by the Municipality in connection with its interest in any municipal entity including dividends;
- iv. All money collected by the Municipality, entity or other external mechanism on behalf of the Municipality; and
- v. Any other monies as may be prescribed.

Budget 2023/24 (Annual)

Operating Expenditure	R 1 109 348 064
Capital Budget	R 118 426 599
Total	<u>R 1 227 774 663</u>

Financial Activities

All payments to creditors are by electronic transfers.

- a) Revenue is collected at Ashton, Bonnievale, McGregor, Robertson, Traffic Offices, Seasonal Swimming pools and various points within the Langeberg Municipal area.
- b) Revenue can only be received by the cashiers, direct deposits and facilities for speed points.
- c) Payments to the Municipality are also made via Third Party Vendors (i.e. Post Office, Checkers and Pick 'n Pay) EFT (internet, cash focus, ATM, cell phone); Municipal Pay points and Direct deposits
- d) The municipality has various prepaid electricity sales facilities at vendors all over the municipal area.
- e) The municipality has various pay points at vendors all over the municipal area.
- f) At the Montagu, Robertson, Bonnievale, McGregor and Ashton offices credit card pay points are utilized.
- g) A facility whereby consumers and levy payers can make payments on their accounts directly to the bank on submission of their account, and a verified CDV.
- h) A facility whereby consumers and levy payers can make payments on their accounts directly to the municipality by way of debit orders.
- i) At the Montagu, Robertson, McGregor and Ashton offices credit card pay points are utilized.
- j) Within the geographical area of Langeberg Municipality there is a growing number of indigent households of which about ± 7000 are at present registered for social rebate.
- k) The Municipality at present employ ± 900 people, permanent and part time workers.
- l) The Municipality has +- 12 pay points at vendors all over the municipal area.
- m) Value of the EFT/ACB payments for payroll per year amount to R 284 411 908.
- n) Salaries and wages are paid through a 24-hour electronic transfer service

- o) The ability to pay salaries by way of compatible payroll system directly into the employee's bank account via a Computer IT based interface.
- p) On average per month:
 - Credit amount on the primary account is maintained around R100 million.
 - Approximately R3 000 000 cash deposits are made.
- q) Fleet management credit facility is maintained and is around R1500 000.

3. Statistics:

3.1. Payments

On average per month as follows:

Approximately **600** EFT transactions

Total value of electronic payments – **R80 000 000**

Number of EFT Payment runs – 15

3.2. Deposits

On average per day as follows:

Approximately **± 30** transactions of cash deposits.

Approximately **± R440 000** in cash deposits are made.

Number of Electronic payments received - **± 500 per day.**

Value of electronic payments received - **± R 3 500 000 per day.**

3.3. Consumers

23 000 Consumers accounts are sent out per month.

li/.

3.4. Volumes:

Langeberg's banking transactions for a 12-month period are approximately **70 000**.

4. SCOPE OF THE SERVICES

The service scope is to undertake the banking services to the municipality and the implementation thereof, reporting directly to the designated official.

4.1. Transactional Banking

4.1.1. Banking Requirements

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

a) Income

1) Debtors Bank Account

- i. Purpose: The Debtors Income Account will receive deposits/EFT"s.
- ii. Every deposit/ EFT must bear the municipal account number as reference which must appear on the Debtors Income Account bank statement.

2) Cashier Deposits

- i. Supply of pre-printed numbered deposit books.
- ii. Controls to ensure that the physical cash deposited is reconciled to the amount recorded on the deposit slip.
- iii. Providing copies of deposit slips/ depositor details/ statements.
- iv. Copies of the deposit slips must be submitted to the Municipality within 24 hours after the deposit is made.
- v. All identifiers must be installed on these accounts to prevent payments with incorrect references. Available controls to limit unallocated deposits must be explained.
- vi. Automated cash acceptance devices that counts, validates and verifies the authenticity of cash to assist with daily cash up procedures by the cashiers. The devices must be able to record all cash deposits made and print a deposit slip that is acceptable by the bank. The cash must be able to be stored inside the device and can only be removed by the appointed cash-in-transit company that will be appointed by the bank.
- vii. The deposit identifier is the only reference which must appear on the bank statement when deposits are made
- viii. Municipal offices in Langeberg Municipality area will be:
 - Ashton
 - Bonnievale
 - McGregor
 - Montagu
 - Robertson
 - Swimming Pools

3) Unpaid Items

- i. Must be debited individually on the Bank Statements and bear the same unique identifier reference as the original deposit.

4) Electronic Payment System

- i. Required a bulk monthly debit order and daily refund batch runs.
- ii. Details of unpaid debit orders to be provided daily with a reconciliation of accepted/ rejected payments.

5) Cash Management/Pc Based

- i. A current account will be opened. The current account will be the Primary Bank Account.
- ii. Cash receipting management must have online viewer access to bank statements.
- iii. Service fees and escalations. All service fees on the bank statement must be identified so that the Municipality can verify the charges for the different services. The Bank Must indicate the date of the first escalation in the service fees.
- iv. Cash deposit fees that will be charged for any deposits must be stated.
- v. Possibility for additional bank accounts must also be provided for.
- vi. Rate of interest payable on credit balances.
- vii. The bank must be able to handle a large volume of transactions.
- viii. The identification of all electronic services e.g electronic transfers/deposits to the account of the Municipality, is of the utmost importance.
- ix. The bank must be able to supply the Municipality with information pertaining to debits and credits on this account.
- x. Deposit identifiers must be installed on these accounts to prevent payments with incorrect references. Available controls to limit unallocated deposits must be explained.
- xi. Electronic Banking services to be provided including internet platform. Controls of electronic services must also be explained. A 1-day for electronic transfer of payments /deposits must be available. An electronic sweeping between accounts must be available.
- xii. Cash management facilities must be explained. Account information must be available electronically to the Municipality and the electronic downloading of the bank statement.
- xiii. The Municipality must be able to do electronic stop payments.
- xiv. Electronic credit payments must be available and must seamlessly integrate with the electronic pay system that is used by the Municipality.
- xv. The successful bidder must be able to provide fleet management facilities.
- xvi. Banks must have call investment account.
- xvii. Bank must be able to handle direct internet payments.
- xviii. Detailed specifications of credit card terminals/speed points must be indicated on the proposal.

6) Electronic Reference Validation

- i. The council requires Electronic Reference Validation on all electronic/ internet payments made by its clients to the council.

7) ACB Collection

- i. Purpose: The ACB collection of money from our municipality debtors account as per the due date provided by the municipality.
- ii. The debtors account reference must reflect on the ACB file that is bulk uploaded onto the banking system for the collection of funds.
- iii. Unpaid ACB must have the debtors account reference number and the date format on the day that the rejection occurred.
- iv. Proper reference must be provided for unpaid indicating the reason for non-collection.
- v. All transactions debited or credited to the main bank account must contain effective referencing for clear identification of amounts placed to the account.
- vi. The same procedure will be required for "Unpaid" items.
- vii. An ACB magnetic tape/debit order must be available. Fees per transaction and minimum monthly charges (if applicable) must be stated. The charge per transaction for recalls must be stated. The Bank must be able to supply the Municipality with information pertaining to unpaid ACB transactions.



b) Expenditure

This category represents transactions pertaining to Payroll, Accounts Payable and Sundry payments.

1) Main Bank Account

In terms of the Municipal Finance Management Act, No 53 of 2006, a municipality must have a Primary Bank Account.

a) Expenditure

- i. Electronic transfers are processed by Accounts Payable through the main account for the settlement of costs relating to goods and services.
- ii. The ability to make use of the batch same day services.
- iii. To be able to request an extended cut-off time for electronic transfers on short notice. The Bank should stipulate daily exact cut-off times for electronic transfers, including Saturdays.
- iv. Immediate notification of upfront rejections is required.

b) Sundry payments and receipts

- i. All Investments made and external loan repayments will be processed via electronic transfers through the Main Bank Account.
- ii. Payments in respect of interest earned on investments and the repayment of investments will be received through the Main Bank Account.
- iii. Ad Hoc Income will be made into the Main Bank Account at the discretion of the Council.

c) Refunds

- i. Amounts relating to revenue refunds will be processed through the Main Bank account.
- ii. All transactions debited or credited must contain effective referencing for clear identification of amounts placed to the account. In such instances the EFT batch should be quoted in the text field for easy reference.
- iii. The same procedure will be required for "Unpaid amounts".

d) Salary related payments

- i. The majority of such payments are processed electronically via EFT's using a "Bulk transactional file exchange system" and "Cash Management System" (PC Based).
- ii. All transactions debited must contain effective referencing for clear identification. In such instances the EFT batch number should be quoted in the text field. The same procedure is required for "Unpaid" EFT amounts relating to an individual employee payment.
- iii. Monies to be recalled on the same day service.
- iv. All ACB/EFT transactions not completed by due date must be returned to the main bank account within 48 hours of such due date.

e) Petty Cash

- i. The facility for petty cash withdrawal needs to be made available to the municipality.

c) General

The following category pertains to all bank accounts.

1) Main Bank Account

- a) Invoices supported by detailed working of the calculation of the bank charges and interest must be supplied monthly.
- b) A monthly tax invoice for all banking charges should be send to the Financial Planning department. The tax invoice should provide sufficient detail indicating which transactions charges it pertains to and should be in line with the pricing schedule as per the awarded tender.
- c) Bank Charges will be paid on a montly basis and not charged with every transaction. No zero lines relating to bank charges must appear on the bank statements.

2) Bank Statements

- a) Bank statements must be sent electronically in PDF format on a daily basis and hard copies must be made available on request.
- b) All bank statement transactions must be available to import into our financial system by 7:00 am the following day.
- c) The municipality must be able to extract the bank statement from the online banking system.

3) Imaging of all Deposit

- a) Imaging of deposit slips to be made available electronically.

4) Segregation of Duties

- a) The council has A- and B signatories in accordance with the Cash Management and Investment policy.
- b) Each electronic payment (EFT) needs to be authorized by at least two A- signatories, or one A-signatory and one B-signatory.
- c) The internet banking profile must also have administrator that can reset user passwords.

5) Exit Strategy

- a) Should the existing service provider not be the preferred bidder, the existing services provider will be required to continue providing services until the take-over of the new services provider, at the same terms and conditions, until such time that the Council closes its existing bank accounts.
- b) The period of historic information available on the system must be indicated.

5. IT/ Financial System Requirements

The bidder's information Technology must be compatible with that of the Municipality.

1) Bulk Transaction File Exchange

- a) A secure solution must be provided enabling Council's message brokering system to transfer transactional files to the Bank's "staging area" directly for processing. The bank in turn must be able to transfer files (bank statements/ rejection files/ redirects etc.) as well as messages (Accepted/ rejected etc.) to Council's staging area directly or make files available in its staging area for collection by Council.
- b) The tenderer is required to document their preferred end to end secure solution.
- c) It is imperative that all data is transmitted in a securely, encrypted form. The bank should be able to encrypt files for transmission and decrypt files received from Council.
- d) High Availability:
- e) Connectivity – transmission should be very reliable and fast.
- f) Redundancy – alternatives should be in place to provide failover(s) in case of issues preventing transmission on the normal channel.
- g) The format of the files should preferably be in the standard ACB/BankServ format. If an alternative format is required by the bank, it should be something that can be created in the financial system of the Municipality. The successful tenderer will be required to provide the source code for this, if it is not already part of the Council's solution.
- h) A message indicating if the transactional file was accepted needs to be returned within one hour.
- i) The system must accommodate transactions of varying value from small amounts up to R5 000 000 (five million rand) in a single file per transaction.
- j) The system must be able to handle more than one payment file per day (no overwriting of previously sent file).
- k) The system must be able to handle payments to all banks in one file.
- l) The bank must be able to accommodate the needs of different functions within the Council with segregation of responsibility and access for staff within each unit.
- m) The solution must include the use of control totals to ensure the integrity and completeness of each file's content.
- n) A device, such as sequential numbering of files, must be employed to prevent the accidental duplication of files within each file's content.
- o) A statement of the transactions processed against the Council's bank account(s) must be sent to the Council on a daily frequency.
- p) The bank statement files produced by the bank should preferably be in the Multicash format. If the bank produces the file in an alternative format, it must be easily converted in the financial system of the Municipality. The successful tenderer will be required to provide the source code for this if it is not already part of the Council's solution.

2) Desktop/ Direct Solution

- a) A desktop based online solution (utilising modems or the internet as a communication medium) needs to be provided for ad hoc payments of small volumes of manually captured transactions.
- b) This solution needs to have a built-in segregation of duties in capture and approval of transactions before processing.
- c) This solution can also be used as the backup solution to the secure solution described above.
- d) Users of the solution must be required to change their passwords every 30 days.
- e) An online bank inquiry solution needs to be provided. This could be via the desktop/ direct solution mentioned above

3) Requirements for both the secure as well as the desktop/direct solution.

- a) Where payments are sent in advance, it must be possible to cancel specific transactions via email in emergency cases.
- b) A message/messages indicating rejected/unpaid transactions needs to be returned within 48 hours.
- c) The bank must be able to process payment to banking institutions using universal branch codes.
- d) All rejected transactions must be returned along with the reference fields provided in the original transaction.
- e) Branch code verifications as well as electronic reference validations are to occur immediately after any transactions are sent.
- f) Normal internet email will not be acceptable as a mode of transmission between the Council and the bank. Except in the event of an emergency cancellation of a future dated payment as described in 3(a).
- g) Both bulk transaction file exchange 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 work days (as long as the Council keeps within the cut-off times for the specific service).
- h) The Council needs to be notified of any redirected transactions.
- i) All debit entries on the bank statement must be assigned a unique reference number by the Council. For batched payments submitted by file it will be the batch reference number.
- j) 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.
- k) The system needs to provide the following services: same day, one day, two day and five day as well as a warehousing services of future dated transmissions (atleast 30 days in advance).

4) Testing Requirements

- a) Tenders must provide a testing environment /testing facility at least one month before the start of the contract period.
- b) The test environment / facility must be available before as well as after commencement of the contract.
- c) Tenderers must assign dedicated staff to be prepared to interact and respond during the Municipality's implementation development progress.
- d) Bank should be prepared for parallel run/s for up to two months before the commencement of the contract.

5) Implementation

a) Implementation

- Dedicated team and Project Manager for:
- All inclusive seamless installation of all solutions.
- Transactional Banking Solutions.
- Electronic Banking Solutions
- E-Procurement Solutions

The tenderer should provide for sufficient timeframes for implementation of the different solutions. Identify training requirements and timeframes for implementation of solutions.

The tenderer should ensure a dedicated implementation team is appointed to facilitate smooth transition of banking services to the Municipality.

b) The Implementation details

The timeframes required by the tenderer and a program for implementation of the required banking services including marketing/ publicizing strategy.

Any additional computer hardware or software (and its cost to the Council, if applicable) that Council must acquire in order for the proposed banking systems to interface with the financial system and/ or to operate at the required level of efficiency, and

The training requirements (and its cost to Council, if applicable) for Council's staff to use the proposed banking systems.

An SMS solution whereby the municipality will be notified on certain conditions.

c) Electronic Banking – Implementation/ Start-up requirements

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

- Ensure correct set up.
- Identify all additional systems interface requirements for electronic statements and electronic fund transfers.
- 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.
- Identify, in consultation with the Municipality, all access levels, authorities, profiles and limits for official 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.

6) External Transaction Codes

- a) Every bank must submit with the completed tender documents a complete list of their external transaction codes used.
- b) This must be supplied in hardcopy and electronic format (in Excel) on a USB.
- c) The list should include columns specifying the following:
 - External Code
 - Descriptions
 - Debit/Credit Indicator
 - Function Code
 - Function Code Description
 - Transaction Category / Type Code – CT/DT
 - Statement Transaction Category Code
 - Transaction Code
- d) The successful tenderer needs to undertake to inform the Council 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 of the requirement is not complied with).

6. Merchant Acquiring Services

The Council requires acquiring services to accept debit and credit payments from its customers at all its cash-receiving points, **both on Point of Sale and E-Commerce platforms that is a future requirement.**

The services provider shall provide a merchant agreement which makes provision for the terms and conditions of such an agreement.

1) Point of Sale

- a) The service provider is to supply the Council with both mobile and fixed card-terminal devices, which will operate via the internet.
- b) The service provider shall be compliant with the Payment Card Industry Data Security Standard (PCI) and will enforce 3-D Secure protocols to ensure that customers' details stay secure and do not get exposed to malicious users. Proof of PCI certification must be provided.
- c) The location of these terminals is at discretion of the Council.
- d) The terminals will be the property of the bank and will carry its branding.
- e) The services provider shall deposit the Council's revenue per merchant number within 24 hours of the date of the transaction.
- f) All costs related to this service are to be included.
- g) The Council will provide the paper rolls and the insurance cover for the card terminal devices must be covered by the bank

2) E-Commerce

The municipality is **not currently making use of this service**, but this option might be implemented during the tenure of the tender period.

3) Payment Gateway Service

- a) The Council's requirements is for a Service Provider, who will be the Card Merchant, to facilitate online payments on the Council's E-Services Portal. The portal is part of the Council's financial system .
- b) The successful Service Provider shall be required to connect seamlessly to the financial system and bear all the cost, inclusive of hardware and software, of such connectivity. No propriatry tenderer software shall be permitted before or on the Council's firewall.
- c) The Council will only consider suitably qualified Service Providers that have municipal experience. The tenderer shall provide details of Payment Card Industry solution implementations.
- d) The financial system interface specifications at point of implementation and business model shall only be made available to the successful Service Provider.
- e) The Service Provider shall:
 - Cater for the most common online payment methods which are credit cards, debit cards, SID and EFT.
 - BE PCI compliant and enforce 3-D Secure protocols to make sure that customers' details stay secure and do not get exposed to malicious users. Proof of PCI certification must be provided.
 - Authenticate each client request against a secure client SSL certificate to ensure data transmission is secure.
 - Implement a mutually acceptable security mechanism to prevent spoofing.
 - Provide acceptable message responses to indicate whether or not a payment was successful and if not, adequate response codes that indicate why the payment was unsuccessful.
 - Provide a separate mechanism to confirm whether or not a payment was successful in the event of a communication failure or other abnormal interruption to a transaction.
 - Provide the Council with a Payment Transaction file on a daily basis.
 - Transfer, via EFT, the consolidated Rand value of the Payment Transaction File into the Council's nominated bank account, every BANKING DAY.
 - In the event of an indeterminate result between the Service Provider and the banks or clearing house, ensure that a determinate outcome can be assured and reflected to the Council.
 - Deliver periodic statements to the Council for reconciliation purposes.
 - Have a mechanism to reverse any transaction no matter what payment method was used. This is for instances when a transaction succeeds on the payment provider and then fails on the portal. It will also cater for scenarios where the client possibly made a double payment.

7. Bank Reconciliation

- a) Bank Reconciliation to be performed electronically by the Council. Bank statements will be downloaded daily from the bank, in the file layout format required by the Municipality's financial system and uploaded into the Municipality's financial system's bank reconciliation system using the transaction identifier/ reference number on the statement to determine the type of transaction (e.g. CSV file).
- b) All bank statement transactions require to be clearly and correctly referenced in an agreed manner to facilitate the Municipality's financial system bank reconciliation process.
- c) All bank statement transactions must be available to import into our financial system by 07:00 am the following day.
- d) Part of the requirements are that each transaction on the bank statement should have a unique sequential number for all bank accounts.
- e) A unique transaction code should be allocated to the various transaction types. This will assist with the bank reconciliation automation process.



8. Bank Facilities

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

- a) ACB debits and credits
- b) Customer credit referencing
- c) Funds transfer: Daylight limit

9. Protection Against Fraud

Council 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, authorisation of EFT'S, password controls, bulk cash handling security, payment mandates, security of data, credit / debit transactions, etc.

10. Possible Future Innovations/ Potential Value-Added Services

The tenderer are requested to give their comments on the following:

- i. Other relevant innovations available for implementation by the bank.

11. Special Note:

- 1) The Council reserves the right to also have other services providers for the following services:
 - i. The Electronic Reference Validation on all electronic/internet payments made by its clients to the Council.
- 2) The successful tenderer must be prepared to negotiate any new developments/ services which may become available during the tenure of the contract.



6.2. MINIMUM TECHNICAL REQUIREMENTS

6.2.1. Transactional banking – critical areas (mandatory requirements)

Minimum Requirements:		Please indicate with an "X" whether the offer complies with the requirements.	Reference
		Comment	(Supporting documents attached) – Bidders to indicate relevant page numbers or annexures for ease of cross-referencing
1	Every deposit/ EFT must bear the municipal account number as reference which must appear on the Debtors Income Account bank statement.		
2	Supply of pre-printed numbered deposit books.		
3	All identifiers must be installed on these accounts to prevent payments with incorrect references. Available controls to limit unallocated deposits must be explained		
4	Automated cash acceptance devices that counts, validates, and verifies the authenticity of cash to assist with daily cash up procedures by the cashiers. The devices must be able to record all cash deposits made and print a deposit slip that is acceptable by the bank		
5	The bank is required to appoint a reputable service provider with armed response Cash and in transit services.		
Minimum Requirements:		Please indicate with an "X" whether the offer complies with the requirements.	Reference

		Comment	(Supporting documents attached) – Bidders to indicate relevant page numbers or annexures for ease of cross-referencing
6	The bank shall provide a facility where it can receive the dropping of bulk deposits.		
7	This facility to have dedicated bank tellers to process Council deposits.		

Minimum Requirements:		Comment	Reference (Supporting documents attached) – Bidders to indicate relevant page numbers or annexures for ease of cross-referencing
8	This facility shall have a system in place which will validate the Deposit Identifier as mentioned under cashier deposits (clause 2(vi). In addition, this system must be able to track the receiving, processing, and finalisation of a deposit.		
9	Deposits received by the Cash Centre at any time during the day must be given same day value.		
10	A bank account will have to be opened to accept the Council's traffic fine payments.		
11	Required a bulk monthly debit order and daily refund batch runs.		
12	Cash receipting management must have online viewer access to bank statements.		
13	Secure host-to-host solution that can handle the Municipality's transactional volumes		
Minimum Requirements:		Comment	Reference

			(Supporting documents attached) – Bidders to indicate relevant page numbers or annexures for ease of cross-referencing
14	Transfer electronic transactions from the financial system vendor of the Municipality to the bank's system without downloading the transaction to a user's PC		
15	Accept files in the standard ACB /BankServ format / a format that can easily be created in the financial system vendor environment of the Municipality		

Minimum Requirements:		Comment	Reference (Supporting documents attached) – Bidders to indicate relevant page numbers or annexures for ease of cross-referencing
16	Handle payment transactions of more than R5 000 000.00 mixed with other smaller payment transactions in the same file		
17	Handle more than one payment file per day (no overwriting of previously sent file)		
18	Handle payments to all banks in one file		
19	Security based on different user codes for the different business user groups		
20	Item / Transaction limits, day limits, weekly limits, etcetera per user code		
21	File security via control totals and hash totals		
Minimum Requirements:		Comment	Reference

			(Supporting documents attached) – Bidders to indicate relevant page numbers or annexures for ease of cross-referencing
22	File / directory naming convention whereby the files / directory can easily be identified without looking at the contents of the file		
23	Use of a system of transmission and sequence numbers that prevent the accidental duplication of a transmission file (if the file was sent twice) File in a format that can easily be created in the financial system vendor environment of the Municipality		
24	Desktop based online solution (Internet needs as a communication medium) for ad hoc payments of small manual captured transaction volumes		
25	Built in two stage sign on and approving security mechanism		

Minimum Requirements:		Comment	Reference (Supporting documents attached) – Bidders to indicate relevant page numbers or annexures for ease of cross-referencing
28	Desktop / Direct solution can be used as the backup solution to the host-to-host solution		
29	Online bank inquiry solution		
30	Handle payments to banking institutions where a universal branch code is utilized		
31	Provide a testing environment /testing facility That is available before go-live as well as after go-live		

The evidence should be supplied in a separate folder with specific reference to each question.

6.2.2. Transactional banking – non-critical areas-other related services (elective requirements)

Minimum Requirements:		Please indicate with an “X” whether the offer complies with the requirements.	Reference (Supporting documents attached) – Bidders to indicate relevant page numbers or annexures for ease of cross-referencing
		Comment	
32	This facility must have video footage of all Council's deposits being counted by the bank tellers. Such video footage must clearly show the municipality's deposit bag number. Recordings of the video footage must be made available to the Council on request and the Council must have the right to take a copy of such recordings away from the cash centre.		
35	The council is a bank listed beneficiary at all the major banks. Clients should only be permitted to transact to the councils specified account via the bank listed beneficiary facility. Any attempts by the bank's client to transact directly by means of inserting the municipality's account number should be rejected and the client should be redirected to the bank's listed beneficiary facility.		

The evidence should be supplied in a separate folder with specific reference to each question.

For purposes of comparison and to ensure a meaningful evaluation, bidders are requested to furnish the municipality with a detailed booklet in substantiation of compliance to the evaluation criteria mentioned in the paragraph above.

Bidders may be required to demonstrate their banking solution through a practical demonstration in line the technical requirements as stated in the table above, should the municipality require so.

7. CONTRACT DURATION

The contract will be for a period of five (5) years.

8. PERFORMANCE MEASURES

Performance measurement shall be adequately addressed and agreed upon within a Service Level Agreement to be concluded with the department.

9. PENALTIES

The penalties shall be adequately addressed and agreed upon, based on the performance measurement, within a Service Level Agreement to be concluded with the department.

These penalties shall be applicable, should the successful bidders fail to adhere to the conditions of contract and shall be deducted from the invoice monthly.

10. SPECIAL CONDITIONS

10.1 The Municipality expects a high standard of service delivery and that all reasonable steps in serving the municipality's requests and enquiries as speedily, cost effectively and appropriately as possible, will be instituted timeously and without undue delay.



11. EVALUATION OF TENDERS

This tender will be evaluated on two stages, namely: Functionality and Price.

Functionality

The evaluation will be based on a points system, with the functional element being scored out of 60 points with a minimum threshold for the functional element set at 45 points (75%). Bids that do not meet or better the functional element threshold will not be further evaluated. Each element is weighted as shown in the table below:

	Description	Maximum Possible Score
a)	Availability of skilled/ dedicated project manager	10
b)	Implementation plan and timescales	10
c)	Previous track record of banking institution	20
d)	Customer service and communication	10
e)	National Long-Term Credit Rating of the banking institution	10
Maximum possible score for functionality		60

The minimum score for functionality is **45** out of a maximum possible score of **60**, which will give a minimum percentage score of **75%**. Tenderers that fail to achieve the minimum score for functionality will not be eligible for evaluation and the tender offer will be rejected.

a) Availability of skilled/ dedicated project manager

The tenderer shall insert in the spaces provided in Schedule 5 their Project Manager's past work experience in banking services. A comprehensive CV of the key personnel and any other relevant information requested based upon which up to 10 points for functionality will be awarded to the tenderer in this regard.

No	Criterion	Points
1.	Project Manager with 10 years and more project management experience in contracts of similar nature and extent within the local government environment.	10
2.	Project Manager with 6-9 years project management experience in contracts of similar nature and extent within the local government environment.	7
3.	Project Manager with 3-5 years project management experience in contracts of similar nature and extent within the local government environment.	5
4.	Project Manager with less than 3 years project management experience in contracts of similar nature and extent within the local government environment.	3

b) Implementation plan and timescales

The tenderer shall demonstrate the tenderer's implementation plan within a three (3) month period from date of final award, seamless integration to the municipal financial system as well as training schedule. Relevant information for dealing with the project implementation must be supplied upon which up to 10 points for functionality will be awarded to the tenderer in this regard.

Points can only be claimed for each individual criterion should the information is substantive.

No	Criterion	Points
1.	Tenderer submitted an implementation plan that indicates how the requested banking services including a marketing / publicity strategy will be implemented at the municipality within a three months' timeframe from date of final award.	4
2.	Tenderer submitted a letter from the municipality's financial system service provider as proof that it can seamlessly integrate with the financial system of the municipality.	4
3.	Tenderer provided a schedule of how on-site training will be provided to municipal officials during the implementation phase.	2

c) Previous track record of banking institution

The tenderer shall insert in the spaces provided in **Schedule 3 and 4** a list of the tenderer's past work experience in terms of secured or completed contracts, as a banking services provider. Reference letters or letters of award needs to be provided for each municipality listed in Schedule 3 and 4 as support of past and current work experience upon which up to 20 points for experience for functionality will be awarded to the tenderer in this regard

No	Criterion	Points
1.	Tenderer has been the primary banker at 15 local government institutions during the last 5 years	20
2.	Tenderer has been the primary banker at 10 local government institutions during the last 5 years	15
3.	Tenderer has been the primary banker at 5 local government institutions during the last 5 years	10
4.	Tenderer has been the primary bank at less than 5 local government institutions during the last 5 years	5

(If yes, bidder must indicate the name of the municipality, the contact person and telephone number), for verification and validation purposes.

d) Customer service and communication

The tenderer shall demonstrate the tenderer's resource accessibility and availability within the municipal area in terms of customer service and communication upon which up to 10 points for functionality will be awarded to the tenderer in this regard.

No	Criterion	Points
1.	Tenderer provided the municipality with a proof of direct access to a service manager within the Langeberg municipal area.	10
2.	Tenderer provided the municipality with a proof of direct access to a technical specialist within the Langeberg municipal area.	6
3.	Tenderer provided the municipality with a proof of direct access to a business manager within the Western Cape.	4

For evaluation of this criterion the tenderer needs to attach a copy of the organigram of the banker indicating the placement of the **business manager, service manager and technical specialist** who will be deployed within the jurisdiction of the Langeberg Municipal area for the duration of the contract. Replacement of team members can only be done by an equally or better qualified person.

e) National Long-Term Credit Rating of the banking institution

The tenderer shall demonstrate the tenderer's Credit Rating of the banking institution upon which up to 10 points for functionality will be awarded to the tenderer in this regard.

No	Criterion	Points
1.	Tender obtained a credit rating above Baa	10
2.	Tender obtained a Baa - B credit rating	7
3.	Tender obtained Caa - C credit rating	3
4.	Tender obtained below C rating	0

For purposes of comparison and to ensure a meaningful evaluation, bidders are requested to provide the most recent credit rating issued by Moody's as part of the tender document.

12. ADDITIONAL REQUIREMENTS/CONDITIONS

All service providers must adhere to the following conditions:

- 12.1 Bidders to cast prices/ rates which must remain fixed for at least 120 days from date of tender closing, to allow for a competitive bidding process and in turn for the municipality to make a successful award.
- 12.2 The municipality reserves the right to amend the quantities at its discretion in order to meet the budget limitations and/ or operational requirements.

Failure to comply with the minimum conditions/ requirements stated in this tender document shall result in automatic disqualification

13. PRICING CONDITIONS

- 13.1 Only those bidders who meet the minimum points of 45 shall be evaluated on price based on the 80/20 preference point system principle.
- 13.2 The pricing structure or schedule has been designed for bidders to cast their rates for each individual item in terms of the services required, which must remain fixed and firm for each year under consideration. Bidders must/ shall indicate their prices for each and every item, failure to adhere to this requirement shall lead to automatic disqualification. The tender will be evaluated and awarded as a whole.
- 13.3 Service providers are urged to take into account all the necessary costs of bringing the services to the client when casting their prices i.e. (administration, telephone, etc.). The municipality shall at any given stage during the evaluation of tenders, conduct verification checks in order to ensure that unrealistically low tenders are eliminated not to participate further on price. No further price adjustments shall be accommodated, other than the ones agreed upon according to this tender.
- 13.4 All prices shall be quoted in South African currency and be INCLUSIVE of ALL APPLICABLE TAXES. However, those bidders who are registered for VAT shall account for VAT at 15% in order to obtain the Grand Total. Those bidders who are NOT registered for VAT may NOT impose VAT to the municipality.
- 13.5 Tender rates must be submitted on the Pricing Schedule. No deviations from the current pricing structure will be permitted.
- 13.6 The rates as indicated in the Pricing Schedule for the services will be used in the adjudication of this tender.
- 13.7 Tender rates must be submitted on the Pricing Schedule. No deviations from the current pricing structure will be permitted.
- 13.8 The annual brokerage fee over the 3 financial years will be fixed.
- 13.9 The total calculated sum for year 1 will be used in the evaluation and adjudication of this tender. The application of price escalations will be in accordance with the Consumer Price Index (CPIX) for the outer years. The annual price increase must be equal to CPI (related to the area) per annum as from date of implementation. The onus is on the bidder to formally communicate (submit) price escalations together with supporting evidence prior to implementation thereof. The annual price increase shall be based on the previous year's average CPI indices (1 May to 30 May). Failure to communicate the price escalations before or on date of implementation, the prices shall remain the same until such time the increases are submitted, and the additional costs incurred will be for the bidder's own account. The price escalations need to be communicated to lnokama@langeberg.gov.za and Sngcongolo@langeberg.gov.za

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2. FUNCTIONALITY SCORING SHEET

1. The bid will be evaluated in terms of functionality of bid submissions.
2. The evaluation of tenders will be done in terms of compliance with the functionality criteria.
3. The bidder must score at least 45 points (75%) out of 60 points (100%) to be evaluated further.
4. The functionality points for this bid are allocated as indicated in table below:

PRE-QUALIFICATION CRITERIA				
No	Description		Maximum points attainable	Points awarded
1.	Availability of skilled/ dedicated project manager			
1.1	Project Manager with 10 years and more project management experience in contracts of similar nature and extent within the local government environment.	10	10	
1.2	Project Manager with 6-9 years project management experience in contracts of similar nature and extent within the local government environment.	7		
1.3	Project Manager with 3-5 years project management experience in contracts of similar nature and extent within the local government environment.	5		
1.4	Project Manager with less than 3 years project management experience in contracts of similar nature and extent within the local government environment.	3		
2.	Implementation plan and timescales			
2.1	Tenderer submitted an implementation plan that indicates how the requested banking services including a marketing / publicity strategy will be implemented at the municipality within a three months' timeframe from date of final award.	4	10	
2.2	Tenderer submitted a letter from the municipality's financial system service provider as proof that it can seamlessly integrate with the financial system of the municipality.	4		
2.3	Tenderer provided a schedule of how on-site training will be provided to municipal officials during the implementation phase.	2		
3.	Previous track record of banking institution			
3.1	Tenderer has been the primary banker at 15 local government institutions during the last 5 years	20	20	
3.2	Tenderer has been the primary banker at 10 local government institutions during the last 5 years	15		
3.3	Tenderer has been the primary banker at 5 local government institutions during the last 5 years	10		
3.4	Tenderer has been the primary bank at less than 5 local government institutions during the last 5 years	5		
4.	Customer service and communication			
3.2.1	Tenderer provided the municipality with a proof of direct access to a service manager within the Langeberg municipal area.	10	10	

3.2.2	Tenderer provided the municipality with a proof of direct access to a technical specialist within the Langeberg municipal area.	6		
3.2.3	Tenderer provided the municipality with a proof of direct access to a business manager within the Western Cape.	4		
5.	National Long-Term Credit Rating of the banking institution			
5.1	Tender obtained a credit rating above Baa	10	10	
5.2	Tender obtained a Baa - B credit rating	7		
5.3	Tender obtained Caa - C credit rating	3		
5.4	Tender obtained below C rating	0		

5. Bidders who claim points in respect of functionality must complete the bid declaration and failure on the part of a bidder to sign this form will disqualify the bidder
6. The Municipality 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 Municipality.
7. Attach a short CV not longer than 2 pages, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of projects and experience.
8. **Failure on the part of the bidder to provide any of the documents or validate any claims made above will result in functionality points not being allotted.**

DECLARATION

1. I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise (if applicable) declare that points claimed qualifies the firm for the point(s) shown and I / we acknowledge that:
2. The information furnished is true and correct.
3. In the event of a contract being awarded because of points claimed, the bidder may be required to furnish documentary proof to the satisfaction of the Municipality that the claims are correct.
4. If the claims are found to be incorrect, the Municipality may, in addition to any other remedy it may have -
 - a. recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - b. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	

3. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE AWARDED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
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Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

4. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by me / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
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Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

5. SCHEDULE OF WORK EXPERIENCE RELEVANT KEY STAFF

Tenderers shall set out in the Schedule hereunder details of the experience of the Relevant Key Staff in work of a similar nature to that for which this Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

PROJECT MANAGER:

NAME:		NQF LEVEL	
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Client & Contract	Nature Of Work	Position Held	Value Of Work	Year Completed

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

IMPLEMENTATION PLAN AND TIMESCALES

The bidder must attach to this schedule a implementation plan within a three (3) month period from date of final award, seamless integration to the municipal financial system as well as training schedule for assessment in terms of functionality.

Failure to attached relevant information will result in the bidder forfeiting points in terms of functionality.



CUSTOMER SERVICE AND COMMUNICATION (ORGANIGRAM)

The bidder must attach to this schedule the organigram of the banker indicating the placement of the business manager, service manager and technical specialist who will be deployed within the jurisdiction of the Langeberg Municipal area for the duration of the contract. for assessment in terms of functionality.

Failure to attached relevant information will result in the bidder forfeiting points in terms of functionality.



NATIONAL LONG-TERM CREDIT RATING OF THE BANKING INSTITUTION

The bidder must attach to this schedule the most recent credit rating issued by Moody's. for assessment in terms of functionality.

Failure to attached relevant information will result in the bidder forfeiting points in terms of functionality.



9. PRICING AND SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
2. Document MUST be completed in non-erasable black ink
3. Bidders must cast prices for all items, as listed in the schedule of quantities. The tender will be evaluated and awarded as a whole
4. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
5. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'									
Are you/is the firm a registered VAT Vendor	YES						NO			
If "YES", please provide VAT number										

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Langeberg Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Langeberg Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

PRICING SCHEDULE:

The rate shall remain fixed for the duration of the financial year. No other price adjustments shall be allowed other than the ones agreed upon according this tender.

SCHEDULE OF QUANTITIES -

No	item Description	ESTIMATED QUANTITY PER MONTH	UNIT MEASUREMENT	UNIT PRICE	TOTAL MONTHLY COST
<u>1.</u>	<u>DEPOSIT FEES</u>				
<u>1.1</u>	Cash Deposit Fee				
	• Number of deposits	198			
	• Value of deposits	R2 300 000.00	Per R100		
<u>1.2</u>	Electronic Deposit Fee				
	• Number of EFT's	7400			
	• Value	R62 216 000.00	Per R100		
<u>1.3</u>	Deposit Identifier transaction fee	7400	per transaction		
<u>1.4</u>	Correcting an error on Deposits	3	per transaction		
<u>1.5</u>	Debit Order Run	2	sum		

1.6	Unpaid ACB Debtors	10	per transaction		



No	item Description	ESTIMATED QUANTITY PER MONTH	UNIT MEASUREMENT	UNIT PRICE	TOTAL MONTHLY COST
<u>2.</u>	<u>WITHDRAWAL FEES</u>				
<u>2.1</u>	EFT's via the ACB System excl. Employees				
	Number of transactions	110			
	Value	R132 987 070.00	Per R100		
<u>2.2</u>	EFT's via the ACB System for Employees				
	Number of transfers	1	Per transfer		
	Number of transactions	950			
	Value	R15 000 000.00			
<u>2.3</u>	Reversal of processed EFT (successful or unsuccessful) – Cost per Transaction	5	per transaction		
<u>2.4</u>	Stop payment	5	per transaction		

3.	<u>OTHER FEES</u>				
	Bank Reconciliation: Provision of data in format compatible to financial system if any cost is charged.	30			
	Deposit books in triplicate (Pre-printed account number)	10	per book		
	Enquiries in respect of “unknown” deposits	50	per transaction		
	Account Confirmation letter	2	each		
	Guarantees	2	each		

No	item Description	estimated quantity per month	unit measurement	unit price	total monthly cost
	Daily PDF Bank statements via email	90	sum		
4.	<u>INTEREST RATES</u>				
	Interest rate on positive balance in current account	R125 000 000.00	per month		
	Monthly Interest calculation statement	1	each		
5	<u>ELECTRONIC BANKING</u>				
	Online Banking Subscription	1	sum		
	User Access Fee	16	per user		
	Maintenance/Reset of Users & Passwords	1	sum		

6	<u>MAINTENANCE, SUPPORT AND TRAINING FEES</u>				
	Installation & Setup cost	1	once off		
	Training	1	once off		
	Support	1	once off		

No	item Description	estimated quantity per month	unit measurement	unit price	total monthly cost
<u>7</u>	<u>CARD FACILITY SERVICES</u>				
	Machine installation cost	22	once off		
	Maintenance, Support & Machine rental - Monthly	22	sum		
	Transaction cost – Debit/Credit card payment	-	per transaction		
<u>8</u>	<u>POINT-OF-SALE TERMINAL RENTAL</u>				
	An electronic machine that will be able to count bank notes and coins for the daily cash procedures. (These devices must also print a deposit slip that is acceptable by the bank).	11	sum		
<u>9</u>	<u>CASH IN TRANSIT SERVICES</u>				
	Cash in Transit Services	1	sum		
	Reimbursement of Petty Cash (Withdrawal)	1	sum		

No	item Description	estimated quantity per month	unit measurement	unit price	total monthly cost
	PICK UP POINTS				
			sum		
			sum		
			sum		
			sum		
			sum		
			sum		
			sum		
			sum		
			sum		
			sum		
			sum		
Provisional Sum for expected increases over 5 years					
TOTAL (Estimated bank charges per month)		1 month			
TOTAL (Estimated bank charges for contract period) x 60		Monthly charge x 60			

It is expected that increases in banking services will not be more than CPI in years 2, 3, 4, & 5. If increases are expected to be above inflation, such increase must be communicated and be approved by the municipality prior to implementation.

Tenderer's offers should be accompanied by a detailed premium calculation for each class of insurance submitted.



The quantities in the pricing schedule above represents estimated averages based on the previous year hence can vary due to operational reasons. The actual quantities ordered and delivered shall depend on the needs and budget limitations of the municipality. Thus, the municipality reserves the right to amend the quantities at its discretion in order to meet budget limitations.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



15. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/We the undersigned is/are duly authorised to do so on behalf of the firm certify that:

1. The information supplied is correct.
2. All copies of relevant information are attached.
3. The BBBEE points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprise
4. I take note that payment will be effected 30 days after delivery was effected if delivered with an original invoice.
5. If I am classified as a dependant service provider/labour broker as stated in the fourth schedule of the Income Tax act I hereby authorise the LM to deduct PAYE and supply me with a yearly IRP 30 (only if no valid Labour Broker Certificate can be supplied).
6. None of the owners, directors, managers, shareholders or stakeholders of this entity is in the service of the state, or has been in the service of the state in the previous twelve months.
7. In case of a dispute the wording of the original approved Bid Specification Committee Document would prevail.

Signature of authorised person

Date

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

[illegible]

ON BEHALF OF THE (SUPPLIER'S
NAME)

[illegible]

Signed and sworn to before me at on this the
day of

By the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths