

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 64/25: PROVISION OF BANKING SERVICES TO STELLENBOSCH MUNICIPALITY: PERIOD ENDING 30 JUNE 2030

TENDER NUMBER: **B/SM 64/25**
TENDER NUMBER: **PROVISION OF BANKING SERVICES TO STELLENBOSCH MUNICIPALITY: PERIOD ENDING 30 JUNE 2030**
CLOSING DATE: **18 February 2025**
CLOSING TIME: **12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom.**

INFORMATION:

Tender Specifications: Monique Steyl: Tel nr.: 021 808 8516/8512: Email: Monique.steyl@stellenbosch.gov.za

SCM Requirements: Renae Bergstedt at 021 808 8588 : e-mail: Renae.Bergstedt@stellenbosch.gov.za

Office hours for collection: **08h00-15h30**

A Compulsory Clarification Meeting will be held on **10 December 2024** at 10:00 am. **The Compulsory Clarification meeting will be held via the Microsoft Teams App.** Tenderers must ensure to download the App and give Adele Wagenaar (Adele.Wagenaar@stellenbosch.gov.za) the necessary contact details (email address and cell phone number) at least 24 hours prior (09 December 2024 at 10:00 am) to the meeting to enable to set up a virtual meeting. Tenderers who fail to forward their details in the time frame will not attend the briefing session. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

Tenders may only be submitted on the Tender document issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest bid or any of the tenders that has been submitted.

Sealed Tenders, with **"B/SM 64/25: PROVISION OF BANKING SERVICES TO STELLENBOSCH MUNICIPALITY: PERIOD ENDING 30 JUNE 2030"**, clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows: 80/20 in terms of the approved policy.

Price	80
B-BBEE status level of contribution	10
Locality	<u>10</u>
Total points for Price, B-BBEE and Locality	100

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R400.00 per document**.*

Note: The municipality will never contact you to pay money in exchange for the award of a tender.

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 64/25: VOORSIENING VAN BANK DIENSTE AAN STELLENBOSCH MUNISIPALITEIT: TYDPERK GEËINDIG 30 JUNIE 2030.

TENDER NOMMER: **B/SM 64/25**
BESKRYWING: **VOORSIENING VAN BANK DIENSTE AAN STELLENBOSCH MUNISIPALITEIT: TYDPERK GEËINDIG 30 JUNIE 2030.**
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Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180 dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëelde tenders duidelik gemerk: **"B/SM 64/25: VOORSIENING VAN BANK DIENSTE AAN STELLENBOSCH MUNISIPALITEIT: TYDPERK GEËINDIG 30 JUNIE 2030."** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tendraaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch Voorkeurvercrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurvercrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.

Die voorkeerpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	80
BBSEB status	10
Ligging	10
Totale punte vir prys, B-BSEB en Ligging	100

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
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5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tondernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuursseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamewooi van **R408.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER NO.: B/SM 64/25
PROVISION OF BANKING SERVICES TO STELLENBOSCH MUNICIPALITY:
PERIOD ENDING 30 JUNE 2030

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) (refer to page 101)			
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES	NO

DATE: NOVEMBER 2024

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

MONIQUE STEYL
**SENIOR MANAGER: FINANCIAL
MANAGEMENT SERVICES**

Tel. Number: **021 808 8516 /
8512**



1. TENDER NOTICE & INVITATION TO TENDER

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G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM 64/25	CLOSING DATE:	18 February 2025	CLOSING TIME:	12:00
DESCRIPTION	PROVISION OF BANKING SERVICES TO STELLENBOSCH MUNICIPALITY: PERIOD ENDING 30 JUNE 2030				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. NAME, SURNAME AND SIGNATURE OF BIDDER		6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance: SCM	CONTACT PERSON	Monique Steyl
CONTACT PERSON	Renae Bergstedt	TELEPHONE NUMBER	021 808 8516 / 8512
TELEPHONE NUMBER	021 808 8408	FACSIMILE NUMBER	-
FACSIMILE NUMBER	-	E-MAIL ADDRESS	Monique.steyl@ Stellenbosch.gov.za
E-MAIL ADDRESS	Renae.Bergstedt@ Stellenbosch.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 STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....



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STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes		No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)	Yes		No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT MUST BE AN ORIGINAL AND NOT A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	Yes		No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDDING POINTS FOR LOCALITY) Locality N/A for this tender).	Yes		No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	



3. CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

NB: Please note that no latecomers will be allowed.

*For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be **disqualified***



4. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner			Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. ____

authorized signatory of the Company/Close Corporation/Partnership (name) _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
 - 1.21. "Project site" where applicable, means the place indicated in bidding documents.
 - 1.22. "Purchaser" means the organization purchasing the goods.
 - 1.23. "Republic" means the Republic of South Africa.
 - 1.24. "SCC" means the Special Conditions of Contract.
 - 1.25. "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.
 - 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
 - 1.27. "Tort" means in breach of contract.
 - 1.28. "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.
 - 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the 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.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



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

6. Patent rights

- 6.1. The 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.
- 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.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the ng forms:
- 7.3.1. 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
- 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.2. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.3. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.4. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.5. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



8.6. 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.

8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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.

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.

14. Spare parts

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



-
- 14.1.1. 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;
 - 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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.

18. Variation orders

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.

19. Assignment

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



20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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 21.2;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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



23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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



26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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



32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices.

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

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

General Conditions of Contract (revised July 2010)



7. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **“Tender Number and Title”** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. 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.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY**;
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

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

- 8.1 Relevant specifications
- 8.2 Value for money
- 8.3 Capability to execute the contract
- 8.4 PPPFA & associated regulations

9 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

10 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full Name of bidder or his or her representative												
3.2.	Identity Number												
3.3.	Position occupied in the Company (director, shareholder ² etc.)												
3.4.	Company Registration Number												
3.5.	Tax Reference Number												
3.6.	VAT Registration Number												

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

¹ MSCM Regulations: "in the service of the state" means to be –

- a. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- e. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.

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



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB: a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S) b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ MSCM Regulations: "in the service of the state" means to be –

- a. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- e. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.



9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				

CERTIFICATION

I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			



10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2022 and the Stellenbosch Preferential Procurement Policy 2022/23

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contributor. and
- (c) Locality of supplier

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Locality	10
Total points for Price and BBEE (must not exceed 100)	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.

1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at



any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Locality”** means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).
- (h) **“price”** includes all applicable taxes less all unconditional discounts;
- (i) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (l) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

80/20 or **90/10**

$$P_S = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_S = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

P_{min} = Price of lowest acceptable bid

4.3 POINTS AWARDED FOR PRICE

80/20 or 90/10

$$P_S = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

$P_{\max}$ = Price of highest acceptable bid

(b) Promotion of enterprises located in the municipal area (WCO24) .



- 5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBEE scorecard as follows.

B-BBEE Level of Contributor	Status	Number of Points for Preference System	Number of Points for 90/10 Preference Points System
1		20	10
2		18	9
3		16	8
4		12	5
5		8	4
6		6	3
7		4	2
8		2	1
Non-compliant contributor		0	0

- 5.5 A tenderer must submit proof of its BBEE status level contributor.
- 5.6 A tenderer failing to submit proof of BBEE status level of contributor –
- 5.6.1 may only score in terms of the 80/90-point formula for price; and
- 5.6.2 scores 0 points out of 10/5 BBEE 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.
- 5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0



6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

Business Address -

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement, or sworn affidavit must be attached).

SUB-CONTRACTING

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

(**Tick applicable box**)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.2.1 If yes, indicate:

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

(**Tick applicable box**)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		



OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;



- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor / locality points has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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



PLEASE COMPLETE IN FULL TO CLAIM POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)
(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner **(Select one)** of the following enterprise and am duly **NB!** authorised to act on its behalf:

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



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Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the a **NB!** Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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



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Enterprise which I represent in this matter.

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

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths

Signature & stamp

Date:

EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R 80 000	1	NO
TENDERER B	R 75 000	1	YES
TENDERER C	R 70 000	2	NO

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89

11. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



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

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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

⁴ 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.



- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

⁵ 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.



13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement or sworn affidavit must be submitted with this tender.

- PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.

Signature	Position	Date



14. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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15. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorised hereto by a resolution dated _____ /20____,
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



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PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

ACRONYMS AND ABBREVIATIONS USED

ACB: Automated Clearing Bureau
API: Application Programme Interface
DI: Deposit Identifier (reference)
CDV: Check Digit Validation
CIT: Cash in Transit
Council: Stellenbosch municipality
EFT: Electronic Funds Transfer
ERP: Enterprise Resource Project
JSE: Johannesburg Stock Exchange
MICR: Magnetic Ink Character Recognition
POS: Point of Sale
SAMRAS: Council's Main Frame Computer System
TPC: Third Party Collector (Council vendor)

BACKGROUND

The Stellenbosch municipality wishes to appoint a registered bank to meet the banking needs of its operational activities and other financial services required.

The existing Main Bank Tender, in respect of Section 1 transactional banking expires on 30 June 2025 and the Council now requires tenderers to tender for its new 5-year banking contract commencing on 1 July 2025.

The sections below set out the banking and other financial services which the Council requires to be supplied or made available.

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 Municipality currently operates the following six bank accounts:

- Main Bank Account (Primary)
- Debtors Bank Account (Secondary)
- Traffic Fine Payment Account (Secondary)
- Charitable Funds & Donation Account
- Longlands
- LaMotte

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



Council operates one primary bank account for its day-to-day operational activity requirements and two secondary accounts specifically for service charges and revenue derived from fines.

All monies due to Council and due by Council emanating from Council activities must pass through this primary account, therefore secondary accounts are swept daily thus all balances are transferred to the primary bank account.

FINANCIAL ACTIVITIES AND INFORMATION

- All payments to creditors are effected by electronic transfers. Cash is collected by a security company that will be appointed by the successful tenderer.
- The Municipality at present has ±1500 employees and councillors on the payroll. Salaries and wages are paid through a 24-hour electronic transfer service.
- Payments can be received via the Municipal cashiers, speed points and are also made via service providers for bulk payment receipting services.
- The Municipality also has a facility where consumers can pay their accounts via debit order.
- The Municipality has prepaid electricity facilities at vendors all over the municipal area.
- The Municipality does not have a current fixed overdraft facility but should a council resolution be passed during the tenure of the tender the service should be made available.
- The Municipality's total operating budget for 2024/25 amounts to R 2 511 734 132, whilst the capital budget amounts to R 634 147 943.

ESCALATIONS

- Escalation will only be allowed once per annum for the last four years of the contract. Escalation is however not compulsory and if no escalation will take place, it must be stated in **Table 7: Escalation percentage** underneath pricing schedule.
- For bid evaluation purposes, the stated quantities as per the pricing schedule will remain unchanged, thus the total cost for year 1 will be used to apply the escalation percentage for the outer 4 years, or part thereof.
 - The date of the pricing escalations (if any) must coincide with the municipality's financial year i.e. only from 1 July.
 - The bid will be evaluated for pricing purposes over the full term of the contract term, in other words for the full term of 5 years.

All tariffs quoted as per the pricing schedule will be adjusted with the escalation percentage as quoted in the **pricing schedule item 10.1, for the 4 outer years**, or part thereof, from 01 July. The tariffs will be rounded to the same decimal digits as included in the pricing schedule.

NOTE: NO ESCALATION WILL BE ALLOWED WITHIN THE FIRST 12 MONTHS FROM INCEPTION OF THE CONTRACT DATE.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



SECTION 1: TRANSACTIONAL BANKING

a. BANKING REQUIREMENTS

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

1.1 INCOME

1.1.1 DEBTORS BANK ACCOUNT

- i. **Purpose:** The Debtors Income Account will receive EFT's with a 9 digit DI.
- ii. Every deposit/EFT must bear the 9-digit DI, therefore the bank's system must meet the CDV Rule as listed in Appendix A2 paragraph 6. This DI is the only reference which must appear on the Debtors Income Account bank statement.

1.1.2 CASHIER DEPOSITS

- i. The council utilises an online secure banking web solution to capture deposits information. The tamper-evident bag seal number is also captured to the online banking platform for enhanced security.
 - Pre-Printed deposit books/pads are required on an ad hoc basis. Pre-printed carbonised deposit books (in triplicate) with 12-digit DI and MICR Code.
 - Pre-printed non Carbonised deposit pads with MICR Code.
 - Blank non carbonised deposit pads (A5) with MICR Code. Cost per item must be provided in the pricing schedule

Council reserves the right to source these deposit books/pads either from the tenderer or another service provider.

- ii. Deposit slips are printed in a number sequence that is set up in the financial system by the financial service system vendor.
- iii. Automated cash acceptance devices that count, validates and verifies the authenticity of cash to assist with the 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.

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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.

- iv. The DI is the only reference which must appear on the bank statement when deposits are made.

1.1.3 CASH IN TRANSIT SERVICE AND CASH CENTRES

- i. The bank is required to appoint a reputable service provider with armed-response Cash and in transit services .
- ii. The service level agreement must be concluded with the Cash in Transit Company and a copy of the agreement must be made available to the municipality.
- iii. Daily collection of cash at random times between 08:00am and 15:00pm are required.
- iv. Pick up points listing will be provided on request. There are 7 pick-up points.
- v. The bank shall provide a facility where it can receive the dropping off bulk deposits.
- vi. This facility shall have a system in place which will validate the DI's as mentioned in 1.1.1 and 1.1.2 above. In addition, this system must be able to track the receiving, processing and finalization of a deposit.
- vii. 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 center.
- viii. Cash shortages / surpluses at the Cash Centre to be communicated immediately to the relevant Council officials. In the event of shortages or surpluses the deposit total must not be adjusted, instead a debit or a credit of the said amount must be passed. These adjustments must carry the DI. The same would apply to forged notes and mutilated coins. The forged notes must be retained by the bank for a period of 14 working days to allow the municipality to view the note(s).
- ix. Council's Bank Deposit slips are to be returned daily via the CIT company.
- x. Deposits received by the Cash Centre at any time during the day must be given same day value.

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- xi. Cash Floats (change specie) to be provided by the bank in terms of cash specifications produced by the Council. (Money bags to be supplied by the bank).

1.1.4 TRAFFIC FINE BANK ACCOUNT

- i. **Purpose:** This account will be used to receive Traffic fine payments.

Council requires the successful tenderer to enable the facility to accept Council's Traffic fine payments using the web services exposed by the Council's Traffic Fines service provider who will provide the specifications to the successful bidder.

- ii. The following payment channels for Council's traffic fines must be provided by the service provider:
- Over the counter
 - ATM's
 - Website
 - Other
- iii. The service provider must reflect the rand value of the file below on the dedicated traffic bank statement, either as a consolidated total or line-item totals.
- iv. Upon the tenderer receiving payments including internet payments, the tender shall consolidate same into the Payment Transaction File and transmit it to the Council daily and in the format as prescribed, within 24 hours of the tenderer having received the payment. The specification of the Payment Transaction File will be provided to the successful tenderer.
- v. The service provider must facilitate the following mode of payments for traffic fines: Cash, credit card, debit card and EFT.
- vi. The bank guarantees that only full payment of any traffic fine will be accepted and any attempts to make a part payment will be rejected.

Note: The Council reserves the right to enter into agreements for traffic fine payments with other providers as well.

1.1.5 UNPAID ITEMS

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

PRINT NAME:			
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1.1.6 ELECTRONIC PAYMENT SYSTEM

- i. Required for 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.

1.1.7 CASH MANAGEMENT / PC BASED

- i. Cash receipting management must have online viewer access to bank statements.

1.1.8 ELECTRONIC REFERENCE VALIDATION

- i. The Council requires Electronic Reference Validation on all electronic/internet payments made by its clients to the Council. Every deposit/EFT must bear the 9 digit DI, therefore the bank's system must meet the CDV Rules. This depositors reference is the only reference which must appear on the Council's bank statement. **The Council will award this service to more than one service provider.**

1.1.9 LISTED BENEFICIARY

- i. 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's 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.

1.2 EXPENDITURE

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

1.2.1 MAIN BANK ACCOUNT

- (i) In terms of the Municipal Finance Management Act, no 53 of 2006, a municipality must have a Primary Bank Account.

a. Expenditure

PRINT NAME:			
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- Electronic transfers are processed by Accounts Payable through the main account for the settlement of costs relating to goods and services.
- The ability to make use of the batch same day service.
- 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.
- Immediate notification of upfront rejections is required.

b. Sundry payments and receipts

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

c. Refunds

- Amounts relating to revenue refunds will be processed through the Main Bank account.
- 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.
- The same procedure will be required for “Unpaid “amounts.

d. Salary related payments

- Most of such payments are processed electronically via EFT's using a “Bulk transactional file exchange system” and “Cash Management System” (PC Based).
- All transactions debited must contain effective referencing for clear identification. In such instances the EFT batch number should be quoted

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in the text field. The same procedure is required for “Unpaid” EFT amounts relating to an individual employee payment.

- The bulk transactional file must accommodate the thirteen-digit bond account numbers relating to third party payments, without manual intervention from the municipality.
- Monies to be recalled on the same day service.
- 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. ACB Collection

- Purpose: The ACB collection of money from our municipal debtors account as per the due date provided by the municipality.
- The debtors account reference must reflect on the ACB file that is bulk uploaded onto the banking system for the collection of funds.
- Unpaid ACB must have the debtors account reference number and the date format on the day that the rejection occurred.
- Proper references must be provided for unpaid indicating the reason for non-collection.
- All transactions debited or credited to the main bank account must contain effective referencing for clear identification of amounts placed to the account.
- The same procedure will be required for “Unpaid” items.

1.3 GENERAL

The following category pertains to all bank accounts.

1.3.1 BANK CHARGES AND INTEREST

- i. Bank Charges and interest for all the bank accounts in the name of the Stellenbosch municipality must be directed to the Main Bank Account.
- ii. Invoices supported by detailed workings of the calculation of the bank charges and interest must be supplied monthly.
- iii. A monthly tax invoice for all banking charges should be send to the creditors department. The tax invoice should provide sufficient detail indicating which

PRINT NAME:			
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SIGNATURE:		DATE:	



transaction charges it pertains to and should be in line with the pricing schedule as per the awarded tender.

- iv. Bank Charges will be paid monthly and not charged with every transaction. No zero lines relating to bank charges must appear on the bank statements.

1.3.2 SWEEPING OF BALANCES

- i. Balances in all Bank Accounts will be automatically swept to the Main Bank account at the close of business daily reducing all bank accounts to nil.
- ii. The same amount swept from the Traffic and Debtors bank accounts must reflect in the Main Bank. This amount cannot be broken up in the bank statement of the Main Bank account.
- iii. For interest calculation purposes, and for the application of overdraft and other banking limits, balances on all accounts must be notionally consolidated at all times by the bank within one overall cash management system. Interest should be paid on all daily net credit balances, calculated at a prime linked rate of interest.

1.3.3 BANK STATEMENTS

- i. All bank statement transactions must be available to import into our financial system by 08:00 am the following day.

1.3.4 IMAGING OF ALL DEPOSIT SLIPS

- i. Imaging of deposit slips to be made available electronically.

1.3.5 SEGREGATION OF DUTIES

- i. The council has A- and B-signatories in accordance with the Cash Management and Investment policy that are authorised to sign cash for cash forms and authorise EFT payments

PRINT NAME:			
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- ii. Each cash for cash request needs to be signed by at least two A-Signatories, or one A-Signatory and one B-Signatory.
- iii. Each electronic payment (EFT) needs to be authorized by at least two A-Signatories, or one A-Signatory and one B-Signatory.

1.3.6 EXIT STRATEGY

- i. Should the existing service provider not be the preferred bidder, the existing service provider will be required to continue providing services until the take-over of the new service provider, at the same terms and conditions, and pricing of the last increase, until such time that the Municipality closes its existing bank accounts to a maximum period of 6 months.

1.4 IT / FINANCIAL SYSTEM REQUIREMENTS

1.4.1 HOST TO HOST ELECTRONIC PAYMENT SOLUTION

- ii. The municipality is using the host-to-host portal for collections and payments. The bank needs to seamlessly integrate with the core financial system.
- iii. Required for bulk monthly debit orders, when the billing is migrated to the eSAMRAS system.
- iv. A secure host-to-host solution (that can accommodate the municipality's transaction volumes) for electronic transfer of the Municipality's transactions from the Municipality's core financial system to the bank and back needs to be provided.
- v. The host-to-host solution must be able to transfer electronic transactions from the core financial system to the bank's system and back without downloading the transactions to a user's PC.
- vi. This solution needs to accept transactional files in the standard ACB/BankServ format/s that can easily be created in the core financial system environment.
- vii. The successful tenderer needs to provide the programming codes to the Municipality's financial management software service provider, if required for any integration.
- viii. A message indicating if the transmission was accepted needs to be returned within one hour of any transaction.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



- ix. Details of unpaid debit orders to be provided daily with a reconciliation of accepted/rejected payments.
- x. The system must be able to accommodate payment transactions up to R200 000 000 (two hundred million rand) per transaction line, mixed with other smaller payment transactions in the same file.
- xi. The system must be able to accommodate more than one payment file per day (no overwriting of previously sent file).
- xii. The system must be able to accommodate payments to all other banks in one file.
- xiii. Security based on different user codes for the different business user groups need to be provided.
- xiv. Item/Transaction limits, day limits, weekly limits, etc. needs to be provided per user code.
- xv. An administrative system that will warn the Municipality if any of the daily, weekly or monthly limits are close to being exceeded.
- xvi. File security via control totals / hash totals needs to be provided.
- xvii. A file/directory naming convention should be utilised whereby the files/directory can easily be identified without looking at the contents of the file.
- xviii. Use must be made of a system of transmission numbers and sequence numbers that prevent the accidental duplication of a transmission/file (if a file was transferred twice).
- xix. The transactions reflected on the Municipality's bank statement needs to be available in real time on a daily basis.
- xx. The bank statement file needs to be in a format that can easily be created in the core financial system environment.
- xxi. The connectivity for the host-to-host platform is Secure File Transfer Protocol (SFTP).

1.4.2 BULK TRANSACTION FILE EXCHANGE

- i. A secure solution must be provided enabling Council's message brokering system (SAMRAS Process Integration) to transfer transactional files to the Bank's "staging area" directly for processing. The Bank in turn must be able to transfer files (bank

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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.

- ii. The tenderer is required to document their preferred end to end secure solution.
- iii. 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.
- iv. High Availability:
Connectivity – transmission should be very reliable and fast.
Redundancy – alternatives should be in place to provide failover(s) in case of issues preventing transmission on the normal channel.
- v. 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 SAMRAS programming environment. The successful tenderer will be required to provide the source code for this, if it is not already part of the Council's solution.
- vi. A message indicating if the transactional file was accepted needs to be returned within one hour.
- vii. The system must accommodate transactions of varying value from small amounts up to R 200 000 000 (two hundred million rand) in a single file.
- viii. The system must be able to handle more than one payment file per day (no overwriting of previously sent file).
- ix. The system must be able to handle payments to all banks in one file.
- x. 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.
- xi. The solution must include the use of control totals to ensure the integrity and completeness of each file's content.
- xii. A device, such as sequential numbering of files, must be employed to prevent the accidental duplication of files within each bank statement.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



- xiii. A statement of the transactions processed against the Council's bank account(s) must be sent to the Council on a daily frequency.
- xiv. 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 SAMRAS programming environment. The successful tenderer will be required to provide the source code for this if it is not already part of the Council's solution.

1.4.3 DESKTOP/DIRECT SOLUTION

- i. 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.
- ii. This solution needs to have a built-in segregation of duties in capture and approval of transactions before processing.
- iii. This solution can also be used as the backup solution to the host-to-host solution described above.
- iv. Users of the solution must be required to change their passwords every 30 days.
- v. An online bank inquiry solution needs to be provided. This could be via the desktop/direct solution mentioned above.

1.4.4 REQUIREMENTS FOR BOTH THE SECURE AS WELL AS THE DESKTOP/DIRECT SOLUTION

- i. Where payments are sent in advance, it must be possible to cancel specific transactions via email in emergency cases.
- ii. A message/messages indicating rejected/unpaid transactions needs to be returned within 48 hours.
- iii. The bank must be able to process payments to banking institutions using universal branch codes.

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- iv. All rejected transactions must be returned along with the reference fields provided in the original transaction.
- v. Branch code verifications as well as electronic reference validations are to occur immediately after any transactions are sent.
- vi. Normal internet e-mail 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 1.4.3 (i).
- vii. 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 workdays (if the Council keeps within the cut-off times for the specific service).
- viii. The Council needs to be notified of any redirected transactions.
- ix. 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.
- x. 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.
- xi. The system needs to provide the following services: same day, one day, two day and five days as well as a warehousing service of future dated transmissions (at least 30 days in advance).

1.4.5 TESTING REQUIREMENTS

- i. Tenderers must provide a testing environment/testing facility at least one month before the start of the contract period i.e. 1 June 2025 within the municipal area.
- ii. The test environment/facility must be available before going live as well as an agreed period thereafter.
- iii. Tenderers must assign dedicated staff to be prepared to interact and respond during the Council's implementation development process.

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- iv. Bank should be prepared for parallel run/s for up to two months before Go-Live.

1.4.6 IMPLEMENTATION

i. Implementation

Dedicated team and Project Manager for:

- All-inclusive seamless installation of all solutions
- Transactional Banking Solutions
- Electronic Banking Solutions
- E-Procurement Solutions
- Host-to-host Solutions

The Tenderer should provide sufficient time frames for implementation of the different solutions. Identify training requirements and time frames for the implementation of solutions.

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

ii. The implementation details

- The timeframes required by the tenderer and a programme for implementation of the required banking services including marketing / publicising strategy
- Any additional computer hardware or software (and its cost to the Council, if applicable) that Council must acquire for the proposed banking systems to interface with SAMRAS 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

iii. Electronic Banking – Implementation/ Start-up requirements

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

- Ensure correct set up and optimisation of the VIP structure.
- 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.

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- Identify, in consultation with the Municipality, all access levels, authorities, profiles and limits for officials requiring access to the electronic banking systems.
- Attend to the legal documentation and the signing thereof.
- Formalise service level agreements incorporating back up procedures and processes particularly with regards to electronic funds transfers.
- Identify training requirements and arrange the necessary training in consultation with Municipality.
- Provide all user manuals.

1.4.7 EXTERNAL TRANSACTION CODES

- Every bank must submit with the completed tender documents a complete list of their external transaction codes used.
- This must be supplied in hardcopy and electronic format (in Excel) on a CD.
- The list should include columns specifying the following:
 - External Code
 - Description
 - Debit/ Credit indicator

Function Code	Function code Description	Transaction Category / type code CT/DT	Statement Transaction Category Code	Transaction code
---------------	---------------------------	--	-------------------------------------	------------------

- The successful tenderer needs to undertake to inform the Council of any new bank codes at least ten (10) working days before the code is implemented by the bank. (The eventual contract will include a clause relating to penalties if the requirement is not complied with.)

1.5 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.**

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

1.5.1 POINT OF SALE

- i. The service provider is to supply the Council with both mobile and fixed card-terminal devices, which will operate via the internet.
- ii. 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.
- iii. **The Council currently operates 86 card terminal devices.** This number can change during the tenure of the tender.
- iv. The location of these terminals is at the discretion of the Council.
- v. The terminals will be the property of the bank and will carry its branding.
- vi. The service provider shall deposit the Council's revenue per merchant number within 24 hours of the date of the transaction.
- vii. **ALL costs** related to this service are to be included.
- viii. **The Council will provide the paper rolls and the insurance cover for the card terminal devices must be covered by the bank.**
- ix. With regards to the 72 mobile devices required for the parking attendants, these devices should be programmable to incorporate the municipal approved parking tariffs upon charge to the client. The device should therefore be able to accurately and automatically detect the time the client was parked based on when the ticket was issued and apply the correct tariff relating to the time parked automatically when paying for the parking.

Stellenbosch municipality reserves the right to enter into an agreement with another service provider for the 72 mobile devices needed for parking attendants.

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1.5.2 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.

PAYMENT GATEWAY SERVICE

- i. The Council's requirement 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 SAMRAS environment.
- ii. The successful **Service Provider** shall be required to connect seamlessly to the SAMRAS system and bear all the cost, inclusive of hardware and software, of such connectivity. No proprietary tenderer software shall be permitted before or on the Council's firewall.
- iii. The Council will only consider suitably qualified **Service Providers** that have municipal experience. The tenderer shall provide details of Payment Card Industry solution implementations.
- iv. The SAMRAS interface specifications at point of implementation and business model shall only be made available to the successful **Service Provider**.
- v. The **Service Provider** shall:
 - a. Cater for the most common online payment methods which are credit cards, debit cards, SID and EFT.
 - b. 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.
 - c. Authenticate each client request against a secure client SSL certificate to ensure data transmission is secure.
 - d. Implement a mutually acceptable security mechanism to prevent spoofing.
 - e. 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.

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- f. 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.
- g. Provide the Council with a Payment Transaction file on a daily basis.
- h. Transfer, via EFT, the consolidated Rand value of the Payment Transaction File into the Council's nominated bank account, every BANKING DAY. The EFT reference MUST be the numeral progressive Deposit Identifier determined according to the formula provided in ANNEXURE A1, above.
- i. 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.
- j. Deliver periodic statements to the Council for reconciliation purposes.
- k. 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.

1.6 BANK RECONCILIATION

- i. Bank Reconciliations to be performed electronically by the Council. Bank statements will be downloaded daily from the bank, in the file layout format required by SAMRAS and uploaded into the SAMRAS bank reconciliation system using the transaction identifier /reference number on the statement to determine the type of transaction.
- ii. All bank statement transactions require to be clearly and correctly referenced in an agreed manner to facilitate the SAMRAS bank reconciliation process.
- iii. All bank statement transactions must be available to import into our SAMRAS financial system by 08:00 am the following day, as per point **1.3.3**.
- iv. Part of the requirements are that each transaction on the bank statement should have a unique sequential number for all bank accounts.
- v. A unique transaction code should be allocated to the various transaction types. This assists with the bank reconciliation automation process as per 1.4.5 above.

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1.7 BANK FACILITIES

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

- Overnight/bridging facility linked between the Council's main and call account in the event of an overdraft.
- Overdraft Facility (if council resolution is given during tenure of tender)
- Letter of Credit
- Guarantees
- Forward cover
- Foreign currency
- ACB debits and credits
- Customer credit referencing
- Economic advice/forecasting
- Mark to market valuation of financial assets and liabilities for year-end accounting purposes.
- Funds transfer: Daylight Limit

Tenderers are to include prices for the above, where applicable.

1.8 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. The bank's commitment to assist the Municipality in identifying irregularities (fraud) must be indicated. (Refer to point 1.63 in the eligibility criteria table)

1.9 TRANSACTION VOLUMES

The following are the actual volume of Council's banking transactions for the period 1 July 2023 to 30 June 2024:

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Table 1: Revenue / Collections / Deposits

Categories	Number of Transactions	Transaction Value
ACB collection	3463 accounts per collection run (monthly) valued between 15m to 30m	226 720 096
Bank corrections	As required	
Card Machines	3 300	84 110 000
Cashier deposits	3790	29 200 000
- Transaction fee		
- Cash deposit fee		
Direct Deposit - EFT	128144	1 463 718 438
Direct Deposit - Branch	5	
Direct Deposit - ATM	5	
Provide rate for Interest earned on credit bank balance	Monthly	Average bank balance of 50 000000 - 100 000 000
Sweeping (from Debtors and Traffic bank)	694	1 009 769 608
Third Party Collections	625	400 000 000

Table 2: Expenditure/ Payments

Categories	Number of Transactions	Transaction Value
Creditors petty cash replenishment drop-off by Cash-in-transit company (cash for cash)	50	-170000
Debit transfer (EFT) bill, Creditors; Direct payments; Salaries (including third parties); SARS	10 284	-2 711 936 225

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Categories	Number of Transactions	Transaction Value
ACB Unpays reflecting as Debit (due to insufficient funds or other)	455	-3 453 589
Returned items	8	-49 648
Sweeping to Main Bank	608	-648 126 680

C. CASH MANAGEMENT SYSTEM (PC Based)

Number of users	20
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D. CASH RECEIPTING OFFICES

- Traffic department
- Municipal Court
- Main Building Financial Services
- Pniel
- Klapmuts
- Kayamandi
- Franschhoek

(The listing of various cash offices can change during the tenure of the tender)

1.10 POSSIBLE FUTURE INNOVATIONS / POTENTIAL VALUE ADDED SERVICES

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

- Other relevant innovations available for implementation by the bank.

1.11 SPECIAL NOTE:

1.11.1 The Council reserves the right to also have other service providers for the following services:

- The receiving of payment for the Council's Traffic fines

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

1.11.2 The successful tenderer must be prepared to negotiate any new developments/services which may become available during the tenure of the contract.

Minimum requirements [TO BE CONSIDERED AS RESPONSIVE]

2. ELIGIBILITY CRITERIA

The following are the minimum requirements to be met to be deemed responsive.

The evaluation of tenders will be done in terms of compliance with various listed criteria. Tenders that do not comply with the requirements listed in the table below will automatically be regarded as nonresponsive.

THE RESPONSES SHOULD BE IN ACCORDANCE WITH AND IN THE ORDER OF THE FOLLOWING CRITERIA (AND CLEARLY REFERENCED TO THE CATEGORIES AS INDICATED IN THE TABLE BELOW).

Table 3: Eligibility Criteria

TENDER REF	No	TECHNICAL COMPATIBILITY	Yes	No	For proof of compliance, provide bid document reference page number.
		Debtors bank account:			
1.1.1 (ii)	1.1	Every deposit/EFT must bear the 9-digit DI, the bank system must meet the CDV rules.			
		Cashier deposits:			
1.1.2 (i)	1.2	An online secure banking web solution or equivalent online facility where deposits can be			

PRINT NAME:			
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TENDER REF	No	TECHNICAL COMPATIBILITY	Yes	No	For proof of compliance, provide bid document reference page number.
		captured online, including the tampered-evident bags seal number.			
1.1.2 (v)	1.3	An automated cash acceptance device that counts, validates and verifies the authenticity of cash coins and notes.			
1.1.2 (v)	1.4	The automated device must record all cash deposits made and print a deposit slip.			
1.1.2(v)	1.5	The cash coins and notes must be able to be stored inside the device and only the cash-in-transit company can remove the cash.			
		Cash in transit service and cash centres:			
1.1.3 (i)	1.6	The bank is required to enter into a contract with a reputable cash in transit company.			
1.1.3(iii)	1.7	Validation of deposit identifier mentioned in Point 1.1.2			
1.1.3 (ix)	1.8	Any adjustment must show original deposit identifier.			
1.1.3 (vi)	1.9	Deposit slips to be returned daily via the Cash in transit company.			
1.1.3 (xi)	1.10	Deposits received by the Bank's Cash Centre at any time during the day must be given same day value.			
1.1.3 (vii)	1.11	In the case of unidentified cash, the Bank is to provide the Council with information about depositor in the absence of a deposit identifier or customer account number.			

PRINT NAME:			
CAPACITY:		Name of firm	
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TENDER REF	No	TECHNICAL COMPATIBILITY	Yes	No	For proof of compliance, provide bid document reference page number.
1.1.3 (viii)	1.12	Cashier Cash Floats to be made up in terms of cash specifications produced by Council. (Money banks to be supplied by the bank.			
		Traffic fine bank account:			
1.1.4 (i)	1.13	Council requires the successful tenderer to provide the facility to accept Council's Traffic fine payments, online in realtime. The specifications will be provided by Council.			
1.1.4 (ii)	1.14	The following payment channels for Council's traffic fines must be provided by the service provider: I. Assisted services (Point of Sale) II. ATM's			
1.1.4 (iv) and (v)	1.15	The service provider must reflect a single daily total with a DI on the bank statement and in addition provide the Council with a daily file detailing the fine number, amount, date, time paid, mode of payment, file total (this total must correspond with single daily total with DI deposited). The header should have the service provider's name and the 9-digit DI.			
1.1.4 (vi)	1.16	The service provider must facilitate the following mode of payments: Cash, credit card, debit card and EFT.			

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TENDER REF	No	TECHNICAL COMPATIBILITY	Yes	No	For proof of compliance, provide bid document reference page number
		Unpaid items:			
1.1.5 (i)	1.17	Unpaid items must be debited individually on the Bank Statements and bear the same unique identifier reference as the original deposit.			
		Expenditure			
1.2.1 (ii)	1.18	All payment entries to show a unique reference number.			
		<u>GENERAL</u>			
		Bank charges and interest			
1.3.1 (i)	1.19	Bank charges and interest accrued to be directed to the Main Bank Account.			
1.3.1 (iv)	1.20	Bank charges will be paid on a monthly basis and not charged with every transaction on the bank statement.			
1.3.1 (iii)	1.21	Electronic invoices supported by detailed workings of the calculation of the bank charge must be supplied monthly.			
		Sweeping of balances			

PRINT NAME:			
CAPACITY:		Name of firm	
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TENDER REF	No	TECHNICAL COMPATIBILITY	Yes	No	For proof of compliance, provide bid document reference page number
1.3.2 (i)	1.22	Daily balance swept into main account.			
		Bank statements			
1.3.3 (iii)	1.23	All bank statement transactions must be available to import into our financial system by 08:00am the following day.			
		Imaging of all deposit slips and if any corresponding depositors information.			
		<u>IT/ Financial system requirements</u>			
		Host-to-Host Solution (Inward debit order and payment facility)			
1.4.1 (iii)	1.24	Secure host-to-host solution that can accommodate the Municipality's core financial system and transactional volumes.			
1.4.1 (iv)	1.25	Transfer electronic transactions from the financial system services provider to the bank's system without downloading the transaction to a user's PC.			
1.4.1 (v)	1.26	Accept files in the standard ACB/BankServ format / a format that can easily be created in the financial system service provider's environment.			
1.4.1 (ix)	1.27	Accommodate the maximum allowable limit per item mixed with other smaller items in the same file.			
1.4.1 (x)	1.28	Accommodate more than one payment file per day (no overwriting of previously sent file).			

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TENDER REF	No	TECHNICAL COMPATIBILITY	Yes	No	For proof of compliance, provide bid document reference page number
1.4.1 (xi)	1.29	Accommodate inward debit order transactions to all banks in one file.			
1.4.1 (xii)	1.30	Security based on different user codes for the different business user groups.			
1.4.1 (xiii)	1.31	Item/Transaction limits, day limits, weekly limits, etc. per user code.			
1.4.1 (xiii)	1.32	File security via control totals and hash totals.			
1.4.1 (xvi)	1.33	File/directory naming convention whereby the files/directory can easily be identified without looking at the contents of the file.			
1.4.1 (xvii)	1.34	Use of a system of transmission and sequence numbers that prevent the accidental duplication of a transmission file (if the file was sent twice).			
1.4.1 (vii)	1.35	Message indicating if the transmission was accepted needs to be returned within one hour.			
	1.36	An administrative system that will warn the Municipality if any of the daily or weekly limits are close to being exceeded.			
	1.37	Report on all successful transfers.			
	1.38	Report on all unsuccessful transfers together with identifiers indicating vendor name and value.			
		Bulk transactional file exchange			

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TENDER REF	No	TECHNICAL COMPATIBILITY	Yes	No	For proof of compliance, provide bid document reference page number
1.4.2 (vi)	1.39	Message indicating if the transaction file was accepted needs to be returned within one hour.			
1.4.2 (vi)		Audit trail on all successful transfers.			
		Requirements for both the secure as well as the desktop/direct solution:			
1.4.3 (i)	1.40	Where payments are sent in advance it must be possible to cancel specific transactions via e-mail in emergency cases.			
1.4.3 (ii)	1.41	Report on all unsuccessful transfers together with identifiers indicating vendor name and value.			
1.4.3 (iii)	1.42	Handle payments to banking institutions where a universal branch code is utilized.			
1.4.3 (iv)	1.43	All rejected transactions must be returned along with the reference fields provided in the original transaction.			
1.4.3 (v)	1.44	Branch code verifications as well as Electronic Reference Validations occur immediately after any transactions are sent.			
1.4.3 (vi)	1.45	Normal internet e-mail 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 1.4.3 (i).			
1.4.3 (vii)	1.46	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, including Saturdays (as long as the Council keeps within the bank serv cut-off times for the specific service).			
1.4.3 (viii)	1.47	The Council needs to be notified of any redirected transactions.			
1.4.3 (ix)	1.48	All debit entries on the bank statement must be assigned a unique reference number by the			

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TENDER REF	No	TECHNICAL COMPATIBILITY	Yes	No	For proof of compliance, provide bid document reference page number
		Council. For batched payments submitted by file it will be the batch reference number.			
1.4.3 (x)	1.49	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.			
1.4.3 (xi)	1.50	System must provide the following services: same day, one day, two day and five day as well as a warehousing service of future dated transmissions (at least 30 days in advance).			
		Testing requirements:			
1.4.4 (i)	1.51	Provide a testing environment / testing facility at least one month before go-live i.e. 1 June 2025.			
1.4.4 (ii)	1.52	Test environment/facility available before go live as well as after go live.			
1.4.4(iii)	1.53	Tenderers assign dedicated staff to be prepared to interact and respond during Council's implementation development progress.			
		Implementation:			
1.4.5 (iii)	1.54	A dedicated specialist Electronic Banking Manager must be available to attend to the start-up requirements.			
		External transaction codes:			

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



TENDER REF	No	TECHNICAL COMPATIBILITY	Yes	No	For proof of compliance, provide document reference page number
1.4.6 (i)	1.55	A complete list of external transaction codes used must be submitted.			
1.4.6 (ii)	1.56	Supplied in hardcopy and electronic format (in Excel).			
1.4.6 (iii)	1.57	List contains the correct columns.			
		Merchant services:			
1.5	1.58	Provide the end-to-end solution for the Council to be a card merchant – enabling the Council to accept debit and credit card payments at its cash receiving points and on its website.			
1.5	1.59	Provide the solution for the Council's cash receipting system to integrate with the service provider's card terminal. Using this solution the Council will upgrade its cash receipting system for integration to the service provider's card terminal.			
		Bank reconciliation:			
1.6	1.60	All bank statement transactions must be available for import by 08:00 the following day.			
		Other Banking facilities offered			
1.7	1.61	Overnight/bridging facilities linked between the Council's main and call account in the event of an overdraft.			

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TENDER REF	No	TECHNICAL COMPATIBILITY	Yes	No	For proof of compliance, provide document reference page number
1.7	1.62	Overdraft Facility			
1.7	1.63	Letter of Credit			
1.7	1.64	Guarantees.			
1.7	1.65	Forward cover.			
1.7	1.66	Foreign currency.			
1.7	1.67	ACB debits and credits.			
1.7	1.68	Travel card facility.			
1.7	1.69	Customer credit referencing.			
1.7	1.70	Economic advice/forecasting.			
1.7	1.71	Mark to market valuation of financial assets and liabilities for year-end accounting purposes.			
1.7	1.72	Funds transfer: Daylight Limit			
		Fraud protection			
1.8	1.73	Measures to be instituted to protect Council against all forms of fraud.			
		Proof of operational capabilities.			
1.9	1.74	Proof that the tenderer can handle the transaction volumes shown in Section 1.10 as shown in the specification by reference to the tenderers existing client base and volumes, systems and infrastructure.			
		Social Responsibility			

PRINT NAME:			
CAPACITY:		Name of firm	
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TENDER REF	No	TECHNICAL COMPATIBILITY	Yes	No	For proof of compliance, provide bid document reference page number
	1.75	The bidder must participate in the social responsibility (community investment) initiative of the Municipality. (Please complete schedule in the page below)			

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



3. SOCIAL RESPONSIBILITY SCHEDULE

As part of the tender eligibility criteria bidders **must participate in the social responsibility (community investment) initiative** of the Municipality. It is therefore **compulsory** for Bidders to participate in at least one or more of the projects listed below.

The table below **MUST** be completed to indicate which project(s) the bidder will participate in if its bid will be successful.

Table 4: Social Responsibility

#	Description of project	Yes	No	Designated Group and Community to be benefitting	Estimated Monetary Value (Including VAT)
1.	Young women / Mothers Upliftment/ Learnership programme;				
2.	Young women / Mothers Upliftment/ Learnership programme;				
3.	Skills development Initiatives (technical and soft skills) must be provided by accredited and recognised institutions to Small, Medium, Micro -Enterprises (SMME's), informal traders, emerging / small scale farmers, youth and women.				
4.	Financial Support/ bursaries to previously disadvantaged youth;				
5.	Projects can be in collaboration with Local Community Based Organisations (CBO's), Non-Government Organisations (NGOs) and relevant local institutions.				

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#	Description of project	Yes	No	Designated Group and Community to be benefitting	Estimated Monetary Value (Including VAT)
6.	Business skills and enterprise support including mentoring of local enterprises.				
7.	Financial support to SMME's and emerging / small-scale farmers.				

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



4. COMPULSORY ADDITIONAL INFORMATION TO BE SUPPLIED FOR SECTION 1

It is important to note that the documents listed below are compulsory and must be supplied. If any item is omitted, the bid will be deemed non-responsive.

Table 5: Additional Compulsory information

	Compulsory additional information	For proof of compliance, provide bid document reference number.
	<u>IMPLEMENTATION PLAN AND TIME SCALES</u>	
4.1	A programme for implementation of the required banking services including a marketing/publicity strategy.	
4.2	Provide timescales for implementation.	
	<u>IMPLEMENTATION COSTS</u>	
4.3	Any additional computer hardware or software (and its cost to the Council, if applicable) that Council must acquire for the proposed banking systems to interface with SAMRAS and / or to operate at the required level of efficiency must be included in the pricing schedule under section 9.	
4.4	The training requirements (and its cost to Council, if applicable) for Council's staff to use the proposed banking systems.	
	<u>CORPORATE STRUCTURE & STRENGTH OF TENDERER</u>	
4.5	Audited financial statements for the last 3 years.	
4.6	Most recent published credit rating report by independent credit rating agency.	
4.7	Branch network in the Stellenbosch Municipal Area (WC024) (Location and number).	
4.8	ATM network in the Stellenbosch Municipal Area (WC024) (Location and number).	
4.9	Details of relationship banking structure and operation.	

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



	Compulsory additional information	For proof of compliance, provide bid document reference number.
4.10	A dedicated support team to maintain and service all banking queries.	
4.11	Social investment & employment equity programmes in the Stellenbosch Municipal Area.	
4.12	Indicate exposure to National, Provincial & Local Government.	
4.13	Details of the following in respect of the branch which will be designated as the home branch of Council's main bank account:	
(a)	Name and physical location	
(b)	Management structure, names and positions	
(c)	Staffing numbers and structures	
(d)	Facilities and services available	
(e)	Dedicated operational/technical support.	
4.14	Details of the following in respect of the branch which will be designated as the home branch of Council main bank account: IT (financial) systems, back-up facilities including disaster management.	
4.15	Certificate of registration as Bank in terms of the Banks Act, no 94 of 1990 must be attached. Failure to submit documentary proof will be considered as submitting a non-responsive	
4.16	The bidder must submit a company profile, including, for example, copies of the company founding statements, as well as a detailed exposition of previous work done. Failure to submit documentary proof will be considered as submitting a non-responsive	

5. POSSIBLE FUTURE INNOVATIONS

The Tenderers are requested to give their comments on possible future innovations, which could be in the interest of the municipality.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



17. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



18. 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 COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
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.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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

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

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

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



20. PRICING SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
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.

I / We _____

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

of the firm _____

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

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

Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Pricing Instructions:

- 3.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 3.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (including VAT in column specified), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 3.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 3.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 3.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 3.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates **on all items** as per the section in the Price Schedule. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
- 3.7 The tenderers are to submit their pricing in the exact format specified above in addition to completing the table above, tenderers are requested to submit their pricing electronically (excel) within 1 day upon being requested to do so.
- 3.8 If there is a discrepancy between the hard copy submitted and the electronic submission of the pricing schedule, then the hard copy will be utilised.
- 3.9 It is **compulsory** to complete the pricing schedule as provided by the municipality and not utilise any other schedule.
- 3.10 The interest rate quoted should be as at the date of the closure of this tender as stipulated in the bid document. (refer to 5.1 in pricing schedule)

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



STELLENBOSCH
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Additional details provided for pricing schedule:

CASH COLLECTION POINT	
1.	Stellenbosch Municipality - Main Office – Cash vault device
2.	Stellenbosch Municipality – Traffic – Cash vault device
3.	Stellenbosch Municipality - Municipal Court (Manual
4.	Stellenbosch Municipality - Pniel (Manual Banking)
5.	Stellenbosch Municipality - Klapmuts (Manual Banking)
6.	Stellenbosch Municipality - Franschhoek (Manual Banking)
7.	Stellenbosch Municipality - Kayamandi (Manual Banking)

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Table 6: Pricing Schedule

	Description	Tariff per transaction (Excluding VAT)	Number of transactions per annum	Value of transactions per annum	Cost per annum Year 1 (Excluding VAT)	VAT on Cost per Annum	Cost per annum Year 1 (Including VAT)
1	Fees for deposits and deposits related transactions						
1.1	Cash centre Deposits (Tariff per R100.00)		3 790	29 200 000			
1.2	Electronic payments by third parties into the bank account						
1.2.1	Service provider 1 for bill payment receipting Cash Deposit fee		372	130 058 000			
1.2.2	Cash transaction fee						
1.3	Debit Card payments (Refer section 3 - card devices)		2 680	84 110 000			
1.4	Electronic bank transfers received (ACB debit order collection)		3463 accounts per collection run	226 720 095.95			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	Description	Tariff per transaction (Excluding VAT)	Number of transactions per annum	Value of transactions per annum	Cost per annum Year 1 (Excluding VAT)	VAT on Cost per Annum	Cost per annum Year 1 (Including VAT)
			(monthly) valued between 15m to 30m				
1.5	Electronic bank transfers received (Direct deposits)		196 000	2 008 430 000			
1.6	Electronic bank transfers received pertaining to investments (Direct deposits)		17	1 035 952 071			
1.7	Unpaid items:						
1.7.1	ACB's unpaid (per transaction)		374	2 930 000			
1.8	Deposit identifier transaction fees: for all 3 bank accounts. Required for direct payments and branch payments – direct deposits Cash deposit identifier		128 144	863 718 438			
	Cash deposit identifier fees at branch)		1				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	Description	Tariff per transaction (Excluding VAT)	Number of transactions per annum	Value of transactions per annum	Cost per annum Year 1 (Excluding VAT)	VAT on Cost per Annum	Cost per annum Year 1 (Including VAT)
1.9	Duplicate deposit slip books for cashier deposits collected by CIT		15 books				
1.10	Triplicate deposit slip books, printing and encoding (per book)		15 books				
1.11	Duplicate and traceable Cashier deposit confirmation slips collected by CIT - i.e. Deposit slips or equivalent system to be used. For daily Cash deposits (cashier collections by CIT) Refer to 1.1.1		3 790	29 200 000			
2	Fees for withdrawals and related transactions						
2.2	Electronic bank transfers (Creditors payment runs)		10 284	1 956 000 000			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	Description	Tariff per transaction (Excluding VAT)	Number of transactions per annum	Value of transactions per annum	Cost per annum Year 1 (Excluding VAT)	VAT on Cost per Annum	Cost per annum Year 1 (Including VAT)
2.4	Electronic bank transfers. SARS E-filing and Salary payment runs		927	648 215 000			
2.5	Internet bank transfers for investing municipal funds		11	1 070 000 000			
2.6	Petty cash withdrawals		50	200 000			
2.7	Real time gross settlement - Urgent payments (Tariff per instruction)						
2.8	Real time gross settlement - Mandatory (Tariff per instruction)						
3	Merchant Services						
3.1	Once off installation fee at cashier stations						

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	Description	Tariff per transaction (Excluding VAT)	Number of transactions per annum	Value of transactions per annum	Cost per annum Year 1 (Excluding VAT)	VAT on Cost per Annum	Cost per annum Year 1 (Including VAT)
	Stand-alone without pin pad terminal rental per month: (Per machine) Card machine should accept both credit and debit cards.		9 devices	79 000 000			
	Stand-alone with pin pad terminal rental per month: (Per machine) Card machine should accept both credit and debit cards.		3 devices				
3.2	Mobile machines (parking attendants) no refunds allowed Stellenbosch municipality reserves the right to enter into an agreement with another service provider for the 72 mobile devices needed for parking attendants. Ref to 1.5 MERCHANT ACQUIRING SERVICES		72 devices	5 000 000			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	Description	Tariff per transaction (Excluding VAT)	Number of transactions per annum	Value of transactions per annum	Cost per annum Year 1 (Excluding VAT)	VAT on Cost per Annum	Cost per annum Year 1 (Including VAT)
	Mobile terminal rental per month: (Per machine)						
3.4	An electronic machine that will be able to count bank notes and coins for the daily cash up procedures. (These devices must also print a deposit slip that is acceptable by the bank /cash collection points)		2 devices				
3.5	Debit cards (% Commission)						
	Internet connection for the devices to be included with costs for speed point devices.						
4	Bank statements/ Bank reconciliation						

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	Description	Tariff per transaction (Excluding VAT)	Number of transactions per annum	Value of transactions per annum	Cost per annum Year 1 (Excluding VAT)	VAT on Cost per Annum	Cost per annum Year 1 (Including VAT)
4.1	Provide the bank statement in the format compatible to the financial system vendor of the Municipality available daily. The bank statement being imported must consist of the transactions of the prior day. The balance of the two secondary accounts should be transfers to the Primary bank at the end of each day.		Transaction lines 200 000				
4.2	Download of certified bank statement		12				
4.3	Download bank statement not certified		12				
4.4	Download bank confirmation letter		5				
4.5	Depositor information: (indicate if there is a self-help option on the banking app for unidentified deposits)						
	Cost of providing depositors information for:	1 week	10				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	Description	Tariff per transaction (Excluding VAT)	Number of transactions per annum	Value of transactions per annum	Cost per annum Year 1 (Excluding VAT)	VAT on Cost per Annum	Cost per annum Year 1 (Including VAT)
		1 months	10				
		2 months	10				
		3 months +	10				
5	Interest on current bank balance						
5.1	Monthly Interest calculation statement +- 50 million average balance		Monthly account average	50 000 000			
6.	Cash in transit (refer to transaction volumes 1.9 in specifications)						
	Point 1_Head Office (3cashiers)	Cash 1-4	5 days per week (260 days)	between 50 000 to 300 000 on a day			
	Point 2_Traffic (8×cashier)	MVR + T-Court +DLTC	5 days per week (260 days)	7 150 000			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	Description	Tariff per transaction (Excluding VAT)	Number of transactions per annum	Value of transactions per annum	Cost per annum Year 1 (Excluding VAT)	VAT on Cost per Annum	Cost per annum Year 1 (Including VAT)
	Point 3_Municipal court (1×cashier)	M-Court	5 days per week (260 days)	3 500 000			
	Point 4_Franschhoek (2×cashier)	Cash 6	5 days per week (260 days)	3 700 000			
	Point 5_Pniel (1×cashier)	Cash 5	5 days per week (260 days)	950 000			
	Point 6_Kayamandi (1×cashier)	Cash 11	5 days per week (260 days)	60 000			
	Point 7_Klapmuts (1×cashier)	Cash 10	1 day per week (52 collections)	50 000			
7	<u>Ad Hoc transactions</u>						
7.1	Monthly management fee, if applicable						
7.2	Minimum monthly service fee, if applicable						

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	Description	Tariff per transaction (Excluding VAT)	Number of transactions per annum	Value of transactions per annum	Cost per annum Year 1 (Excluding VAT)	VAT on Cost per Annum	Cost per annum Year 1 (Including VAT)
7.3	Electronic Sweeping facilities, if applicable (Automatically transfer balances Per transaction)		730	1 000 000 000			
7.4	Third party account verification services (per enquiry)		1				
7.5	Setup of new user of electronic banking services		12				
7.6	Reset of the login key of electronic banking operators		12				
7.7	Reset of password of electronic banking operators		12				
7.8	Replacement of stolen, lost or broken access control tokens		3				
7.9	Auditor's reports - certificate of interest		1				
7.10	Transaction tracing (client support unidentified deposits)		100				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	Description	Tariff per transaction (Excluding VAT)	Number of transactions per annum	Value of transactions per annum	Cost per annum Year 1 (Excluding VAT)	VAT on Cost per Annum	Cost per annum Year 1 (Including VAT)
8.	<u>Cash Vault</u>						
	A high-speed electronic machine that will be able to count bank notes and coins for the daily cash up procedures. (These devices must also print a deposit slip that is acceptable by the bank)		2 cashvaults				
8.1	Capacity of Cash Vault: example of notes collected for one day at month end. Machine should be able to accommodate 2000 notes						

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	Description			Tariff per transaction (Excluding VAT)	Number of transactions per annum	Value of transactions per annum	Cost per annum Year 1 (Excluding VAT)	VAT on Cost per Annum	Cost per annum Year 1 (Including VAT)
	R 200.00	246	R 49 200.00						
	R 100.00	1324	R 132 400.00						
	R 50.00	303	R 15 150.00						
	R 20.00	62	R 1 240.00						
	R 10.00	7	R 70.00						
	Dimensions of current device in use. 1. NOTE COUNTER a. 64cm(L) x 52cm(W) x 116cm(H) 2. COIN COUNTER a. 60cm(L) x 40cm(W) x 100cm(H)								
9.	Bank charges should be invoiced. The invoice should give a record of the service and the unit price.								

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	Description	Tariff per transaction (Excluding VAT)	Number of transactions per annum	Value of transactions per annum	Cost per annum Year 1 (Excluding VAT)	VAT on Cost per Annum	Cost per annum Year 1 (Including VAT)
	This invoice should be submitted and approved before the bank charges are (deducted/paid)						
Grand Total							

The below table with escalation percentages must be completed.

Table 7: Escalation Percentage

Year 1	Year 2	Year 3	Year 4	Year 5
No escalation				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



21. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	