FINANCE DEPARTMENT

CONTRACT NUMBER: PS-F 03-2027

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, ISSUED IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000), AND PUBLISHED IN GOVERNMENT GAZETTE NO. 47452 OF 4 NOVEMBER 2022)

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Tender Office Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400 Use entrance at 65 FH Odendaal Street Email: Sduduzo.Sikhakhane@ekurhuleni.gov.za	Department: Finance **Division: Treasury** Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston Mr. Zwelivumile Mjoli Email: Zwelivumile.Mjoli@ekurhuleni.gov.za	Department: Finance **Head Office** O.R. Tambo Government Precinct Administration Building, Corner Cross and Rose Streets Germiston Mr. General Moruri Email: Zwelivumile.Mjoli@ekurhuleni.gov.za

NAME OF BIDDING ENTITY *(FULL NAME, i.e., Pty (Ltd), Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.)* :

_____

TELEPHONE NUMBER : _____

EMAIL ADDRESS : _____

FAX NUMBER : _____

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

CLOSING DATE:
09 FEBRUARY 2027
10:00

To ensure that your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

Supporting documents must be sealed and externally endorsed, **CONTRACT NUMBER: PS-F 03-2027 and** placed in **Bid Box Number SEVEN (07),** Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal Street**, not later than the closing date and time as advertised, at which hour the bids** will be opened in public in the Ground Floor, at above-mentioned address.

The lowest or any bid will not necessarily be accepted and the COE reserves the right not to consider any bid not suitably endorsed or comprehensively completed as well as the right to accept a bid in whole or part.

The following documents must be completed and signed where applicable and submitted as a complete set:

1.	FORM OF BID	- Declaration	-	WHITE
2.	FORM "A"	- Procurement Form of Bid	-	WHITE
3.	FORM "B"	- Declaration of Interest	-	WHITE
4.	FORM "C"	- Declaration for Procurement above R10 Million	-	WHITE
5.	FORM "D	- Declaration of Bidder's Past SCM Practices	-	WHITE
6.	FORM "E"	- Certificate of Independent Bid Determination	-	WHITE
7.	FORM "G"	- Declaration for municipal accounts	-	WHITE
8.	FORM "H"	- Declaration for municipal accounts where bids are expected to exceed R10 million	-	WHITE
9	FORM "I"	- Specification	-	WHITE
10.	FORM "J"	- Variations and Omissions	-	WHITE
11.	FORM "K"	- Schedule of Prices	-	WHITE
12.	FORM "L"	General Conditions of Contract	-	WHITE
13.	FORM "M"	- Special Conditions and Undertakings	-	WHITE
14.	FORM "N"	- Contract form - Rendering of services (Part 1)	-	WHITE
15.	FORM "N"	- Contract form - Rendering of services (Part 2)	-	WHITE

NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an **"Acceptable bid"**, and as such will be rejected.

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

A BID WILL BE REJECTED ON THE FOLLOWING GROUNDS:

1. In the event that bidders are **not compliant** with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)
2. Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid **must be indicated** on the bid document and must be **submitted and completed in full**. All bidder's information **must be accurate and correct.**
3. In the event of a **failure to complete** and **sign in full** the schedule of quantities as required.
4. In the event of there being **scratching out, writing over or painting out** rates or information, affecting the evaluation of the bid, **without initialling** next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.
5. In the event of the **use of** correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) on sections affecting the evaluation process of the bid.
6. If the Bid **has not been properly signed** by a person having the authority to do so. **(Refer to Declaration)**
7. If the bidder **attempts to influence** or has in fact **influenced** the evaluation and/or awarding of the contract.
8. If there is any **misrepresentation,** on information, that affects evaluation and / or information or evidence submitted pertaining to specific goals.
9. If the bid has **either** been submitted in the wrong bid box **or** after the relevant closing date and time.
10. Non-submission of municipal account, not older than three months for the bidding entity or signed lease agreement or an Affidavit (in cases where the bidding entity does not own a property).
11. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears** for **three months** (**if the value of the transaction is expected not to exceed R10 million (VAT included)** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
12. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears** for **more than 30 days** (**if the value of the transaction is expected to exceed R10 million (VAT included)** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
13. If any bidder who during the last five years has **failed to perform satisfactorily** on a previous contract with the municipality, municipal entity or any other organ of state **after** written notice was given to that bidder that performance was unsatisfactory.

14. The accounting officer must ensure that irrespective of the procurement process followed, **no** award may be given to a person –

a) who is in the service of the state, or;

b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;

c) who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.

15. If the bidder **is not registered** in the required CIDB contractor grading designation (category) or higher, **if required** in this bid documentation**.**

16. If the bidder or any of its directors **is listed** on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person **prohibited** from doing business with the public sector.

17. If the bidder **has abused** the COE's Supply Chain Management System **and** action was taken in terms of paragraph 38 of the COE SCM Policy.

18. In the event of **non-submission of three (03) Annual Financial Statements** if the value of the transaction is expected to exceed R10 million (VAT included). In this regard, please note that:

18.1. If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years,** unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.

18.2. If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years,** unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.

18.3. If the bidder only commenced business within the past three years, the bidder **is required to submit** annual financial statements in compliance with the provisions of **(18.1)** and **(18.2)** above for each of its financial years since commencing business.

18.4. If a bidder **is not required** by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above **must be submitted**. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected

19. If the bidder has failed to submit ALL required documents as specified on the bid document.

20. If the following have not been **fully completed** and **signed**:

FORM OF BID	- General Declaration
FORM "B"	- Declaration of Interest
FORM "C	- Declaration for Procurement above R10 Million (if applicable)
FORM "D"	- Declaration of Bidder's Past SCM Practices
FORM "E"	- Certificate of Independent Bid Determination
FORM "G"	- Declaration for municipal accounts
FORM "H"	- Declaration for municipal accounts where bids are expected to exceed R10 million

NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1.1. CLIENT, EMPLOYER, CITY OF EKURHULENI (CoE).
1.2. BID, TENDER AND VARIATIONS THEREOF
1.3. JOINT VENTURE / CONSORTIUM

2. **Very important notice:** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.

3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested.**

PLEASE NOTE POSSIBLE AMENDMENTS/ADDENDUM MAY BE ADVERTISED ON THE CoE WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE COE WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID

THE LIST OF SUCCESSFUL AND UNSUCCESSFUL BIDDERS WILL BE PUBLISHED ON THE CITY'S WEBSITE.

PLEASE NOTE THAT ALL BID DOCUMENTS ARE ALSO AVAILABLE FOR DOWNLOAD ON OUR WEBSITE FOR FREE IN ANY COLOUR PAPER.

PLEASE NOTE EXTENSION OF VALIDITY (IF APPLICABLE) WILL BE ADVERTISED ON THE CoE WEBSITE.

IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE CoE WEBSITE DAILY FOR ANY EXTENSION OF VALIDITY PUBLISHED.

ADVERTISED IN: SOWETAN
PUBLISHING DATE: 13 NOVEMBER 2026

CITY OF EKURHULENI

Bids are hereby invited for the following:
DEPARTMENT OF FINANCE
Treasury

CONTRACT NO.:	**DESCRIPTION:**	**CLOSING DATE:**
PS-F 03-2027	The appointment of a bank to provide Banking, Cash Collection, Cash Management and Cash-Handling Services from 01 July 2027 until 30 June 2030	**09 FEBRUARY 2027**

Acceptable bids will be evaluated by using a system that awards points on the basis of **90 points** for bid price and a maximum of **10 points** for Specific Goal/s**.**

Tax compliance will be dealt with in terms of MFMA Circular No. 90

Please note that all bid documents are available for download on our website for free in any colour paper

An information session will be held at **11:00 am** on **24 NOVEMBER 2026.** Prospective bidders are requested to meet on the said date and time: **EKURHULENI FINANCE HEAD OFFICE, FINANCIAL REPORTING, 4TH FLOOR, BOARDROOM, EAST WING, CORNER VICTORIA AND F H ODENDAAL STREETS, GERMISTON.** Bid documentation will not be available at the information session.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid **box number SEVEN (07)**, on the Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, not later than **10:00** on **09 FEBRUARY 2027.** Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. **All bids shall hold good for 120 days as from the closing date of bids.**

Bids which are not received and/or deposited **in the specified bid box before 10:00** on the closing date for the bid mentioned hereinbefore**, will be marked as late bids and such bids shall in terms of the SCM Policy of the City of Ekurhuleni, not be considered by the Council as valid bids.**

Enquiries must be directed to Mr. Zwelivumile Mjoli at e-mail address: Zwelivumile.Mjoli@ekurhuleni.gov.za

Bidder's attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid **not suitably endorsed or comprehensively completed,** as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the COE.**

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

MR. K. LERUTLA
CITY MANAGER
COE

MBD 1: PART A: INVITATION TO BID					
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF EKURHULENI					
BID NUMBER:	**PS-F 03-2027**	CLOSING DATE:	**09 FEBRUARY 2027**	CLOSING TIME:	**10:00 am**
DESCRIPTION	The appointment of a bank to provide Banking, Cash Collection, Cash Management and Cash-Handling Services from 01 July 2027 until 30 June 2030				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

GOLDEN HEIGHTS					
141 VICTORIA STREET (CORNER VICTORIA AND F H ODENDAAL STREETS) Use entrance at 65 FH Odendaal Street					
GERMISTON					
1400					
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 ORIGINAL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS VERIFICATION CERTIFICATE/ ORIGINAL SWORN AFFIDAVIT OR CERTIFIED COPY OF THE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF (FOR EMES& QSEs) OR A CERTIFICATE FROM THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS (if applicable)					
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**	
SIGNATURE OF BIDDER	……		**DATE**		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Finance	CONTACT PERSON	Zwelivumile Mjoli
CONTACT PERSON	Sduduzo Sikhakhane	TELEPHONE NUMBER	N/A
TELEPHONE NUMBER	N/A	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	
E-MAIL ADDRESS	Sduduzo.Sikhakhane@ekurhuleni.gov.za	Zwelivumile.Mjoli@ekurhuleni.gov.za	

MBD 1: PART B: TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) 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: ……

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY ……

FORM OF BID

CITY OF EKURHULENI

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

GENERAL DECLARATION:

To: The City Manager
CITY OF EKURHULENI
Private bag X1069
GERMISTON
1400

Sir/Madam,

I/We, the undersigned (hereinafter referred to as "the bidder"):

- *(a) bid to supply and deliver to the CITY OF EKURHULENI [hereinafter referred to as "the COE"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- *(b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- *(c) further agree to be bound by those conditions, set out in, "FORM OF BID AND FORMS A - N", attached hereto, should this bid be accepted in whole or in part;*
- *(d) confirm that this bid may only be accepted by the COE by way of a duly authorised Letter of Acceptance;*
- *(e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- *(f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the COE and the bidder;*
- *(g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;*
- *(h) acknowledge that the information furnished is true and correct;*
- *(i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the COE that the claims are correct. If the claims are found to be inflated, the COE may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the COE as a result of the award of the contract and/or cancel the contract and claim any damages which the COE may suffer by having to make less favourable arrangements after such cancellation;*

(j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and

(k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.

(l) declare that the signatory to the bid document is duly authorised; and

(m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the COE.

(n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and a Qualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit/ Certified copy of the sworn affidavit or a certified copy thereof or a certificate from the Companies and Intellectual Property Commission (CIPC) confirming their annual total revenue is true and correct)

(o) declare that the following responses to be true and correct:

Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

YES	NO

If YES, the following information must be supplied:

1. *The name(s) of the other Bidder(s) involved* ……
   ……
   ……
2. *The full details of the Bidder(s) participation* ……...
   ……..
   ……

(p) declare that all of the information furnished is true and correct

Signed at.....……....this.....day of…….....
20……..

Name of Authorised Person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1.

_____

PLEASE NOTE:

- *The prices at which bidders are prepared to supply the goods and materials or perform the services must be placed in the column on the Form provided for that purpose.*
- Bidders must sign the Form of Bid as well as Form "K" (Schedule of Prices) attached to this bid document in full and on acceptance of a bid by the COE, the Conditions of Contract, Special Conditions, Specifications, Declarations and Schedule of Prices, attached hereto shall be deemed to be the conditions of Contract between the parties.
- If particulars required in respect of the bid have not been completed the bid will be rejected, except, if only proof of specific goal/s claimed as provided for in Regulation 4 and 5 of The Preferential Procurement Regulations 2022, is not submitted, the bid will not be disqualified but no preference points will be awarded.
- In the event of the use of correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) the bid will be rejected.

NAME OF BIDDING ENTITY ……

FORM "A"

CITY OF EKURHULENI

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of COE Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. **Technical adjudication and Minimum Requirement**

   Bids will be adjudicated in terms of inter alia:

   - Compliance with bid conditions
   - Technical specifications

   If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. **See page 3 to 5 examples.**

2. **Infrastructure and resources available – Plant and Equipment (owned or leased)**

   Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

   - **Physical facilities**
   - **Plant and equipment available for the contract owned by the bidder**
   - **Plant and equipment the bidder intends lease, should the contract be awarded to him.**

3. **Size of enterprise**

   Evaluation of the bid's position in terms of:

   - Previous and expected current annual turnover

4. **Staffing profile**

   Evaluation of the bid's position in terms of:

   - **Staff available for this contract being bided for**
   - **Qualifications and experience of key staff to be utilised on this contract.**

5. Previous experience/Capability/Company Experience

Evaluation of the bid's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

6. Financial ability to execute the contract

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing**
- **Bank Statement(s)**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Bidders must demonstrate adequate financial capacity to execute the contract. As proof of financial ability, bidders may submit **ONE (1)** of the following, issued by a registered financial institution, including but not limited to commercial banks, development finance institutions (DFIs), cooperative banks, or registered credit providers. **Bidders must demonstrate access to a minimum financial capacity**

Registered financial institutions include, but are not limited to, South African commercial banks (e.g., Standard Bank, ABSA, FNB, Nedbank, Capitec), development finance institutions (e.g., IDC, SEFA, NEF, DBSA, Land Bank), cooperative banks registered with the Co-operative Banks Development Agency (CBDA), and duly registered credit providers under the National Credit Act. Bidders may submit proof from any legally registered financial institution of their choice.

The City of Ekurhuleni may, prior to award, request updated financial information and re-verify the bidder's financial ability to confirm access to the required funds

7. Central Supplier Database (CSD)

In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasuries have developed municipalities and municipal entities Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

NB:

If the bid does not meet the requirements contained in the COE Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. Adjudication using a Points System

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and specific goal/s. Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

For bids with a bid amount equal to or above R2 000 and up to a Rand value of R 50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points. For bids with a bid amount above R 50 million (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for specific goal/s points.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and specific goal/s calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds to justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

9. PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINATION OF PRICE APPLICATION

The price used for the evaluation of tenders must be inclusive of all applicable taxes, in accordance with Regulations 4(1) and 5(1) of the Preferential Procurement Regulations, 2022. “Price” means an amount of money tendered for goods or services and includes all applicable taxes, less all unconditional discounts.

All applicable taxes include Value Added Tax (VAT), where applicable, and any other taxes that the tenderer is required to pay in terms of applicable tax legislation. Accordingly, all applicable taxes must be included in the tendered price.

With effect from 1 April 2026, compulsory VAT registration applies where the total value of taxable supplies exceeds R2.3 million in any consecutive 12-month period, or where it is reasonably expected to exceed the prescribed threshold. The voluntary VAT registration threshold is R120,000 per annum, subject to the requirements and exceptions prescribed by SARS and applicable legislation.

10. Evaluation on Functionality

10.1 Evaluation on Functionality shall be in accordance with the CoE Supply Chain Management Policy as follows:

When functionality will be evaluated the following shall be clearly specified in the invitation to quote/bid:

- Evaluation criteria for measuring functionality
- Weight of each criterion
- Applicable values
- Minimum qualifying score for functionality.
- Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.

- Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.

10.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

11. Remedies

The City Manager must act in terms of Regulation 9 of the Preferential Procurement Policy Regulations, 2022, in circumstances contemplated in Regulation 9 (1) which is outlined below;

(**9**)(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal/s, it must—

(a) inform the tenderer; accordingly, and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subregulation (1) (b), the organ of state may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

---

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 equal to or above R2 000 and up to R50 million (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system;
- or *(b)* any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

1.2 The value of this bid is estimated to exceed R50 million (all applicable taxes included) and therefore the (90/10) system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) Specific goal/s.

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

		POINTS
1.3.1.1	**PRICE**	(90).
1.3.1.2	**SPECIFIC GOAL/S**	(10).
	Total points for Price and Specific Goal/s must not exceed	**100**

1.4 Failure on the part of a bidder submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

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

2. DEFINITIONS

2.1. "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2. "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

2.3. "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;

2.4. **"Historically Disadvantaged Individual (HDI)"** means any person, category of persons or community, disadvantaged by unfair discrimination before the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) came into operation**. (Please Note: Historically Disadvantaged Individuals includes women and persons with disabilities)**

2.5. **"Youth''** means an individual between the ages of 18 and 35.

2.6. **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.7. **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.8. **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.9. **"consortium or joint venture"** 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;

2.10. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.11. **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.12. **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.13. **"non-firm prices"** means all prices other than "firm" prices;

2.14. **"person"** includes a juristic person;

2.15. **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.16. ***"sub-contract"*** *means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*

2.17. **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

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

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

2.20. **"Share Certificate"** a physical, written document signed by the Directors of a Company, and serves as legal proof of each Director's shareholding / ownership in the Company.

2.21. **Annual turnover: EME** (0 – R 10 000 000), **QSE** (R 10 000 000 – R 50 000 000) and **Generic** (> R 50 000 000) **NB: Indicate which Financial Year was used to determine annual turnover/assess the BBBEE certificate or Sworn Affidavit**

3. ADJUDICATION USING A POINT SYSTEM

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

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific goal/s.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific goal/s, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

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

Where:

Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

4.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR TENDERS FOR INCOME-GENERATING CONTRACTS

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

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)} \quad \textbf{or} \quad \boldsymbol{Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)}$$

Where:

Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmax = Comparative price of highest acceptable tender.

5. Points awarded for Specific Goal/s

5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

	SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
i)	Requiring a partnership agreement between large businesses and small businesses; (Large business = **Generic**, Small business = **EME or QSE**)	**Partnership agreement and Company Profile** together with a BBBEE Original Sworn Affidavit/Certified Copy of the Sworn Affidavit/ Certificate) of the Small Business Partner. (compliant with the Applicable Act) (a minimum of …… to the Small Business Partner to be awarded the maximum points)	10
		TOTAL SPECIFIC GOAL POINTS	**10**

(a minimum of ……..… to the Small Business Partner to be awarded the maximum points)

NB: if bidders do not indicate a partnership percentage, they will not be awarded any specific goal points.

Thresholds in percentage and points allocation:

Partnership Percentage	Point allocation (EME/QSE-HDI)	Point allocation (EME/QSE-NON-HDI)
Less than 15%	0	0
15%	5	1
20%	6	3
25%	8	5
30%	10	7

NB: if bidders do not complete information or submit evidence required for same they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for points allocation purposes.

5.2 In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.

5.3 A trust, consortium or joint venture will qualify for points for the specific goals selected as a legal entity, provided that the entity meets the specific goals requirement.

5.4 A trust, consortium or joint venture, will qualify for points provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. (if applicable)

5.5 Tertiary institutions and public entities will be required to submit their proof of specific goal/s claimed.

5.6 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

6. BID DECLARATION

6.1 Bidders who claim points in respect of specific goal/s must complete the following:

SPECIFIC GOAL	EVIDENCE	POINTS CLAIMED
1.		
2.		
3.		

7. SPECIFIC GOAL/S CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 **SPECIFIC GOAL/S**: …… = …… (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of submitted proof as indicated above)

8 DECLARATION WITH REGARD TO BIDDING ENTITY

8.1 Name of bidding entity; .....

8.2 VAT registration number: .....

8.3 Registration number of bidding entity: …….

8.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole proprietor
- ☐ Close corporation
- ☐ Company
- ☐ Trust
- ☐ Other (specify) …….

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…….. .....

…… .....

.....

8.6 CLASSIFICATION

[TICK APPLICABLE BOX]

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated ……..

Consumer Account Number …….

Stand Number …….

8.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration_____;

Date on which bidder commenced business, if different from date of registration_____.

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the specific goal/s indicated in paragraph 7 of the foregoing certificate, qualifies the bidder for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If it is detected that false information regarding the specific goal/s, local production content, or any other matter which will affect or has affected the evaluation of the tender, or where the tender has failed to declare any subcontracting arrangements, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder/ contractor, its shareholders and/or directors, or only the shareholders and/or directors who acted on a fraudulent basis, 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

WITNESSES:

1. ……

2. ……

SIGNATURE(S) OF BIDDER(S)

DATE: ……...

ADDRESS: …….

……

GENERAL INFORMATION TO BE SUPPLIED BY THE BIDDER:

INFORMATION OF BIDDING ENTITY

1. Details of Bidding Entity

NAME OF BIDDER ……..

POSTAL ADDRESS ……..

STREET ADDRESS ……..

TELEPHONE NUMBER

CODE……NUMBER……

CELLPHONE NUMBER ……

FACSIMILE NUMBER

CODE…… NUMBER……

E-MAIL ADDRESS ……

VAT REGISTRATION NUMBER ……

TCS PIN NUMBER

HAS PROOF OF SPECIFIC GOAL/S CLAIMED BEEN SUBMITTED?

(Tick applicable box)

YES	NO

ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
(Tick applicable box)

YES	NO

(IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

_____ _____

_____ _____

5. VAT registration number **(COMPULSORY)**:
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

_____ _____

_____ _____

6. Company, close corporation, or trust registration number **(COMPULSORY)**:
(In the case of a joint venture, provide for all joint venture members)

_____ _____

_____ _____

7. Details of proprietor, partners, closed corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).

8. For joint ventures/ consortiums the following must be attached:
   - Written authority ***of each JV / consortium partner,*** for authorized signatory.
   - The joint venture/ consortium agreement.

9. For Trusts the following must be attached
   a. Certified copy of the trust deed;
   b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
   c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON : ……

DATE : ……

DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS, COMPANY DIRECTORS, TRUSTEES,
(In the event of a joint venture/ consortium, to be completed by all of the above of the joint venture/ consortium partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

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

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	( )
Fax number	( )
Account number	
Type of account, (i.e. cheque account)	

NAME OF BIDDING ENTITY ……

JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030** and of jointly performing such contract.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise

…….. ……%

……

Full Name and address of 2nd enterprise

…… ……..%

……..

Full Name and address of 3rd enterprise

…… ……..%

……..

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COE, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

Or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COE or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner…….

Name ……..

Designation …….

Signed at…… on ……..

Authorised Signature of 2nd Partner…….

Name ……..

Designation …….

Signed at…… on ……..

Authorised Signature of 3rd Partner…….

Name ……..

Designation …….

Signed at…… on ……..

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures

Physical facilities

Description	Address	Area (m^2)

Infrastructure and resources available – Plant and Equipment (owned or leased)

Provide information on plant / equipment that you have available for this project. Attach details if the space provided is not enough.

Description: Owned Plant / Equipment	Number of units

Description: Hired Plant / Equipment	Number of units

APPLICABLE FOR BIDS BELOW R 10 000 000 (including Vat)

Size of enterprise

What was your turnover in the previous financial year? **R** .....

What is the estimated turnover for your current financial year? **R** _____

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following.

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY ……

EQUITY OWNERSHIP – (COMPULSORY)

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.
In the case of a Joint Venture, Consortium or Partnership complete an "Equity ownership" for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS EQUITY OWNERSHIP IS CORRECT.

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……..	……..
Signature	**Date**
…….	……
Capacity	**Name of Bidding Entity**

Staffing Profile

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff:	Number of staff

Proposed Key Personnel

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In case of engineering construction projects key staff is defined as staff of foreman level and above)

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION

EVALUATION CRITERIA

1. Appendix 1 expected submissions

Bidders must provide the information requested in this specification and in the Required Documents. Bidders may claim specific goal points for subcontracting to EME/QSE that are meeting the banking requirements with valid and relevant accreditation to supply services such as Terminal slips, Merchant Devices, Drop safes, Money Counters, Deposit books etc, in line with the table in the Specific Goal Requirement. All requested submissions, e.g. the draft services contract, the SLA with terms and conditions, the implementation plan and proof of any partnership with small businesses that is claimed, must be attached as Appendix 1 of the bid submissions. These submissions are used for contract management purposes only. Apart from the minimum requirements and the specific goal evidence, they are not scored or evaluated.

Minimum Requirements for bidders

Bidders must be registered as a bank in terms of the Banks Act, 1990 (Act 94 of 1990), and must be a member of, and participate in the clearing system of, the Payments Association of South Africa (PASA). The bidders must attach proof of registration and PASA membership as Appendix 1 of the bidder's bid submissions.

Bidders that do not meet the minimum requirements will be rejected and not evaluated further.

REQUIRED DOCUMENTS:

BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

No	DESCRIPTION	EVIDENCE REQUIRED
1	Registration as a bank in terms of the Banks Act 94 of 1990 (Prudential Authority)	Proof of registration
2	Payments Association of South Africa (PASA) membership and any related approved certification legislated compliance to handle cash e.g. South African Reserve Bank	Proof of valid PASA membership and related certification of compliance
3	Furnish information of all insurance cover and the extent of such cover to safeguard the interests of the CoE in the event of negligence on the part of the bidder.	Insurance Cover(s)
4	Confirmation of the bidder's commitment to provide an Overdraft Facility in line with COE's requirement and in accordance with MFMA sec 45 (4)(a).	Written Confirmation Letter
5	Two (02) contactable references where the bidder has previously provided banking services, including cash collection, cash management and cash-handling services.	Two (2) signed reference letters on the client's letterhead, from public sector or large corporate clients, each stating the client contact details, the services provided (banking, cash collection, cash management and cash-handling).
6	Service Level Agreement (SLA) with terms and conditions.	SLA draft with terms and conditions
7	Dedicated Team for contact and relationship banking	Approved Structure, List of dedicated team and their CV's and confirmation of good standing with professional board (if registered)
8	Multi banking - Letter confirming that the bidder will participate in the City's multi-banking arrangements (see Clause 2)	Letter of confirmation
9	Required banking products and services implementation	Implementation plan

No	DESCRIPTION	EVIDENCE REQUIRED
	plan with milestones and time frames to be ready for parallel running from the 1st May 2027 and for implementation on the 1st July 2027. The banking **facilities and services implementation plan must be used as a map throughout the bank project implementation.** Timeframe required to successfully implementing the computer systems interface**. N.B: The requirement is that the bidder's banking systems interface must be fully functional on or before 1st July 2027.**	

NB! Failure to submit the above-mentioned documents will result in disqualification.

Previous Company Experience

Provide the following information on **relevant** previous experience.

Give at least two (2) names and telephone numbers and e-mail address per reference.

Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date.	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		
					Email:		
					Email:		
					Email:		

Financial ability to execute the project.

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing or**
- **Bank Statement(s) or**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Indicate with a **tick** next to the relevant block on the below table, the type of proof submitted for financial ability

	Tick (x)
Proof of Access to Credit or Financing	
Bank Statement(s)	
Funding Commitments from Development Finance Institutions (DFIs)	

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

FINANCIAL ABILITY CONSENT FORM

By signing this form, you hereby grant consent to authorize the City of Ekurhuleni to verify all documents submitted for the purposes of evaluating financial ability for **Contract Number** [**PS-F 03-2027]**, with **Description** [**THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030**].

NAME OF BIDDING ENTITY / ACCOUNT HOLDER

[…….], hereby confirm that the information provided is true and correct. I authorize [**Bank/Organization Name [……...**] to verify and confirm information as requested. I understand that this consent applies until revoked in writing and that my information will be handled in compliance with POPIA and any other applicable banking laws. This authorization is limited to the following transactions:

- The account number……..
- Bank Manager/ Financial advisor :…….email……
- Telephone number:……
- Bank balance as at ……

  or

- Eligible funds as at …….....

…… Date:……

Signature (Authorized signatory of bidder)

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S CITY OF EKURHULENI BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.

INSURANCE AND INDEMNIFICATION

Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall at its own cost and expense take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for, liabilities that may arise due to, theft, destruction, death or injury to any person and damage to property.

The Service Provider shall arrange insurance with registered insurers and will produce to CoE written confirmation from its brokers/insurers as evidence of the existence of the policies on an annual basis within 30 (thirty) days after date of policy renewals.

The Service Provider shall for the duration of this Agreement be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Service Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.

Insurance cover will include relevant applicable insurance policies for risk associated with the scope of work such as Public Liability, Contractors All Risk, Professional Indemnity etc and such Insurance will be determined by CoE. Service Provider will present Certificates of Insurance to CoE (Risk Management Department) prior to the commencement of the works, but not later than 14 days after having been informed of the acceptance of this bid.

Subject to clause above, if the Service Provider fails to effect adequate insurance under this clause it shall notify CoE in writing as soon as it becomes aware of the reduction or inadequate cover. As in when required, the Risk Financing Division may validate the insurance confirmation.

In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify CoE in writing of such termination and/or unavailability, where after either the Service Provider or/and CoE may find a resolution regarding the insurance cover. The Service Provider shall within 30 days ensure placement of the applicable insurance cover in place and furnish the City with confirmation of cover.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

LIMITATION OF LIABILITY

Neither party exclude or limit liability to the other party for:

a) Death or personal injury due to negligence; or

b) Fraud

The Service Provider shall indemnity and keep CoE indemnified from and against liability for damage to any CoE property (whether tangible or intangible) or any other loss, costs or damage suffered by CoE to the extent that it results from any act of or omission by the service provider or its personnel in connection with this agreement.

In no event shall either party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other party as a result of third party claims.

Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury caused by its negligence, fraud or willful misconduct or any other liability which cannot lawfully be excluded or limited.

Each party shall, at its own cost, maintain adequate insurance to cover its liability for death or personal injury arising out of or in connection with this Agreement and shall provide proof thereof upon request.

Save as provided above, the aggregate liability of either party to the other party in terms of this Agreement whether as result or delict or negligence shall not exceed an amount of fees paid in 12 months preceding the claim.

FORCE MAJEURE

Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the aforegoing, any period stipulated for any such performance shall be reasonably extended.

Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree to such modifications proposed by the other Party within 90 (ninety) days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

It's the responsibility of the Project Manager to ensure and monitor the insurance compliance with regarding to the following:

1. Active and validity of the Insurance Policy throughout the duration of the contract
2. Letter of Good Standing of the supplier

PLEASE REMEMBER:

(1) IN ORDER TO OBTAIN SPECIFIC GOAL/S POINTS IN TERMS OF THE PROVISIONS OF REGULATIONS 4(2) OR 5(2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BIDDER MUST SUBMIT PROOF OF SPECIFIC GOAL/S CLAIMED.

(2) TCS PIN NUMBER;

***(3)* IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE TCS PIN NUMBER OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;**

***(4)* ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT**

(5) DOCUMENTS SUBMITTED MUST BE LEGIBLE

***(6)* NO PHOTOCOPIES OF CERTIFIED COPIES WILL BE ALLOWED.**

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY …….

FORM ''B''

CITY OF EKURHULENI

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of Owner of the Bidding Entity: ……..……

3.2 Identity Number if applicable: …….

3.3 Position occupied in the Company (director, trustee, shareholder[2]): ……

3.4 Company Registration Number: …….

3.5 Tax Reference Number:……

3.6 VAT Registration Number: ……

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

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

[2] Shareholder" means a person who owns shares in the company or business entity, exercises control and is actively involved in its management.

3.7 The names of all directors / trustees / shareholders/ members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?
(Tick applicable box)

YES	NO

3.8.1 If yes, furnish particulars. ……

……..

3.9 Have you been in the service of the state for the past twelve months?
(Tick applicable box)

YES	NO

3.9.1 If yes, furnish particulars.……..……..

……

3.10 Do you have any relationship (close family member, partner or associate?) with persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO

3.10.1 If yes, furnish particulars.

……

……

3.11 Are you aware of any relationship (close family member, partner or associate) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO

3.11.1 If yes, furnish particulars

……

……

3.12 Are any of the company's directors, trustees, managers, shareholders or stakeholders in service of the state?
(Tick applicable box)

YES	NO

3.12.1 If yes, furnish particulars.

……

……

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	NO

3.13.1 If yes, furnish particulars.

……

……

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

(Tick applicable box)

YES	NO

3.14.1 If yes, furnish particulars:

……..

……..

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

Full Name	Identity Number	Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……..	……..
Signature	**Date**
……	……
Capacity	**Name of Bidding Entity**

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY ……

FORM "C"

CITY OF EKURHULENI

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the CITY OF EKURHULENI (COE), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

PLEASE NOTE:

1. **This bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included). Accordingly -**

   (1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

   (2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted,(unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

   (3) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.

   (4) If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected

PLEASE NOTE further that if no Three (03) Annual Financial Statements are attached, the bid will be rejected

Please indicate by ticking in the applicable BOX.

PLEASE COMPLETE AND INDICATE	YES/NO
Is bidder required by law to prepare financial statements for audit or independent review?	
If yes, are the audited or independently reviewed annual financial statements attached?	
If no, are the unaudited annual financial statements attached?	
Joint Venture/ Consortium / Partnership	**YES/NO**
Are consolidated joint venture/consortium/partnership annual financial statements attached?	
If not, are annual financial statement for all parties to the consortium/joint venture/partnership attached?	

Failure to comply with the above requirement will render the bid as a non-responsive bid.

Signed at.....……this.....day of……..... 20…

Name of Duly Authorised Signatory: (Please print) .....

Authorised Signature: .....

As witness: 1.....

2. .....

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY ……

FORM "D"

CITY OF EKURHULENI

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

DECLARATION OF BIDDER'S P AST SUPPLY CHAIN MANAGEMENT PRACTICES

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

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

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

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	**Is the bidder or any of its directors and/or shareholders listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?** (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors and/or shareholders 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)? Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	**Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?**	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..…… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

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

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY …….

FORM "E"

CITY OF EKURHULENI

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Form "E" must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Chain Management Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   a. take all reasonable steps to prevent such abuse;
   b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
   c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This Form "E" 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 (Form "E") must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF EKURHULENI

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and understood 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 and signthe bid on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

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

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

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

…… ……
Signature Date

…… ……
Position Name of Bidder

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY …….

FORM "G"

CITY OF EKURHULENI

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

DECLARATION FOR MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the MFMA Supply Chain Management Regulations, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders.

(i). I, the undersigned, hereby declare that the signatory to this tender documents duly authorised and further declare:

(ii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **the bidder** to the CoE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.

(iii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **any of the directors/members** to the CoE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.

(iv). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the COE may take such remedial action as is required, including the rejection of the bid and/or termination of the contract (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

Signed at.....…….this.....day of……..... 20…

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature: .....

As witness: 1. ….....

2. .....

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements		
Bidding entities who operate from a property owned by a director / member / partner		
Bidding entities who operate from somebody else's property		
Bidding entities who rent premises from a landlord		
Other (Please specify)		

Signed at.....…….this.....day of……..... 20…

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature: .....

As witness: 1. ….....

2. .....

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY ……

FORM "H"

CITY OF EKURHULENI

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(d)(ii) of the Supply Chain Management Regulations, to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

(i). I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:

(ii). That at the closing date of the bid, the **bidder** had 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.

(iii) That at the closing date of the bid, any of **the directors/members** had 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.

(iv). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the COE may take such remedial action as is required (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

Signed at.....…….this.....day of……..... 20…

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature: .....

As witness: 1. .....

2. .....

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements		
Bidding entities who operate from a property owned by a director / member / partner		
Bidding entities who operate from somebody else's property		
Bidding entities who rent premises from a landlord		
Other (Please specify)		

Signed at.....…….this.....day of……..... 20…

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature: .....

As witness: 1. ….....

2. .....

NAME OF BIDDING ENTITY ……

FORM "I"

CITY OF EKURHULENI

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 TO 30 JUNE 2030

SPECIFICATION:

(BANKING PRODUCTS AND SERVICES REQUIRED)

REFER TO ANNEXURE D FOR COE STATS AND SITE INFORMATION

SPECIFIC REQUIREMENTS:

1. The CoE requires the following services:

The cash receiving channels/mechanisms, cash securing mechanisms; secured cash conveyance services; cash management; banking services; electronic banking services and inter-account transfers and the ability to pay CoE suppliers of goods and services and salaries; other value adding services. There must be a contract management and relationship management dedicated team to manage services being provided to ensure Service Level Agreement (SLA) compliance.

2. Multi-Banking

The CoE requires multi-banking facilities with all major banks to facilitate its optimum transacting efficiency for payments and collections without restriction. This bid will be awarded to one (1) bank as primary banker. The bidder must confirm in writing that it will participate in the City's multi-banking arrangements (Required Document 8). Failure to confirm will result in disqualification.

3. Service Level Agreement (SLA) to monitor Compliance; Performance and Good Governance

The bidder must enclose its standard client Service Level Agreement contract for the itemised services including individual services terms and conditions clearly specified. These are subject to further negotiation between the successful bidder and the CoE and overall approval by CoE to regulate the service levels to be provided with which the compliance and performance will be measured, monitored, managed and reported against outputs.

Should adherence to the agreed standards and performance fall below the agreed service levels; the CoE reserves the right to terminate and cancel the contract in its entirety or in part.

4. Contract management / CoE Account Management

The bidder must provide CoE dedicated contract account managers / team with a single point of contact to ensure that banking support services, such as enquiries and confirmations of deposits are received within specified times in compliance with service level agreement e.g. within 24 hours and any queries are resolved satisfactorily within the agreed time frames. The bidder must have a process in place for escalating unresolved issues for management's attention and resolution.

The successful bidder must enter into a Service Level Agreement (SLA) with the CoE on award of the contract, before any transition work starts, to manage the agreed performance and turnaround times and comply with the performance criteria as agreed with the CoE. There shall be quarterly performance evaluation process of the successful bidder's performance to ensure that the services rendered are complying with set criteria.

5. The bidder must supply their draft SLA utilized to manage similar contracts (See Required Document No. 6). Bidder will be expected to provide a supporting team at operations level who are dedicated to manage the CoE contract and also relevant management levels to which unresolved issues will be escalated (See **Appendix 1 expected submissions)**. The CoE must be informed in writing as and when the successful bidder team changes.

6. Monthly statistical management reporting and trend analysis of banking transactions including cash collection, management and handling

The bidder must implement APIs to generate monthly statistical reports and perform trend analysis on banking transactions, including cash collection, management, and handling. This streamlines the process of tracking and reconciling cash deposits, withdrawals, and transfers for clients.

EVALUATION CRITERIA

7. Appendix 1 expected submissions

Bidders must provide the information requested in this specification and in the Required Documents. Bidders may claim specific goal points for subcontracting to EME/QSE that are meeting the banking requirements with valid and relevant accreditation to supply services such as Terminal slips, Merchant Devices, Drop safes, Money Counters, Deposit books etc, in line with the table in the Specific Goal Requirement. All requested submissions, e.g. the draft services contract, the SLA with terms and conditions, the implementation plan and proof of any partnership with small businesses that is claimed, must be attached as Appendix 1 of the bid submissions. These submissions are used for contract management purposes only. Apart from the minimum requirements and the specific goal evidence, they are not scored or evaluated.

Minimum Requirements for bidders

Bidders must be registered as a bank in terms of the Banks Act, 1990 (Act 94 of 1990), and must be a member of, and participate in the clearing system of, the Payments Association of South Africa (PASA). The bidders must attach proof of registration and PASA membership as Appendix 1 of the bidder's bid submissions.

Bidders that do not meet the minimum requirements will be rejected and not evaluated further.

REQUIRED DOCUMENTS:

BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

No	DESCRIPTION	EVIDENCE REQUIRED
1	Registration as a bank in terms of the Banks Act 94 of 1990 (Prudential Authority)	Proof of registration
2	Payments Association of South Africa (PASA) membership and any related approved certification legislated compliance to handle cash e.g. South African Reserve Bank	Proof of valid PASA membership and related certification of compliance
3	Furnish information of all insurance cover and the extent of such cover to safeguard the interests of the CoE in the event of negligence on the part of the bidder.	Insurance Cover(s)
4	Confirmation of the bidder's commitment to provide an Overdraft Facility in line with COE's requirement and in accordance with MFMA sec 45 (4)(a).	Written Confirmation Letter
5	Two (2) contactable references where the bidder has previously provided banking services, including cash collection, cash management and cash-handling services.	Two (2) signed reference letters on the client's letterhead, from public sector or large corporate clients, each stating the client contact details, the services provided (banking, cash collection, cash management and cash-handling).
6	Service Level Agreement (SLA) with terms and conditions.	SLA draft with terms and conditions
7	Dedicated Team for contact and relationship banking	Approved Structure, List of dedicated team and their CV's and confirmation of good standing with professional board (if registered)
8	Multi banking - Letter confirming that the bidder will participate in the City's multi-banking arrangements (see Clause 2)	Letter of confirmation
9	Required banking products and services implementation plan with milestones and time frames to be ready for parallel running from the 1st May 2027 and for implementation on the 1st July 2027. The banking **facilities and services implementation plan must be used as a map throughout the bank project implementation.** Timeframe required to successfully implementing the computer systems interface**. N.B: The requirement is that the bidder's banking systems interface must be fully functional on or before 1st July 2027.**	Implementation plan

NB! Failure to submit the above-mentioned documents will result in disqualification.

SPECIFIC GOAL REQUIREMENT

Points awarded for Specific Goal/s

In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal in accordance with the table below:

	SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
i)	Requiring a partnership agreement between large businesses and small businesses; (Large business = **Generic**, Small business = **EME or QSE**)	**Partnership agreement and Company Profile** together with a BBBEE Original Sworn Affidavit/Certified Copy of the Sworn Affidavit/ Certificate) of the Small Business Partner. (compliant with the Applicable Act) (a minimum of …… to the Small Business Partner to be awarded the maximum points)	10
		TOTAL SPECIFIC GOAL POINTS	**10**

(a minimum of ……..… to the Small Business Partner to be awarded the maximum points)

NB: if bidders do not indicate a partnership percentage, they will not be awarded any specific goal points.

Thresholds in percentage and points allocation:

Partnership Percentage	Point allocation (EME/QSE-HDI)	Point allocation (EME/QSE-NON-HDI)
Less than 15%	0	0
15%	5	1
20%	6	3
25%	8	5
30%	10	7

NB: if bidders do not complete information or submit evidence required for same they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for points allocation purposes.

SCHEDULE OF PRICE INCREASES AND APPLICABLE DATES:

The bidder must submit with a bid document a confirmation schedule indicating all proposed price increases and the dates on which such increases will become effective, where applicable. The schedule must correspond with, and make reference to, the escalation columns (period 2 and period 3) in the Schedule of Prices (Form K). The bidder's proposed escalation forms part of the three-year evaluated price. No other price escalation, including CPI, will be allowed during the contract period.

PUBLIC INDEMNITY INSURANCE.

- Successful Bidders must purchase Public Liability Insurance Cover and indemnify the Council against any third-party loss, damage, or injury claims arising from the use of the property. The Council reserves the right to request proof of the validity of the insurance policy at any point during the contract period.
- The successful bidder shall, for the duration of this Agreement, be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The Successful Provider will review the level of insurance annually to ensure it remains adequate, provided that any variation to the level of such insurance is entirely at the discretion of the Successful Provider.
- Insurance Cover will include relevant applicable insurance policies for risk associated with the scope of work, such **as Comprehensive Public Liability (with extensions of Cyber cover, Professional Indemnity, and Cash in transit cover)** such Insurance will be determined by the City of Ekurhuleni (CoE). The Successful Bidder will present Certificates of Insurance to CoE (Risk Management Department) before the commencement of works, but not later than Fourteen (14) days after having been informed of the acceptance of this bid.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

SECTION 1

1.1 **Banking services**

Deposit facility
Payment facility
Electronic Banking Services

The bidder must provide / state:

1.1.1 The procedures of how entries and retro entries are managed and recorded in terms of interest calculations.

1.1.2 The timeframes for transactions to be affected e.g. intra-day, over-night or the next day, etc. The bidder should also provide information of the type of transactions permitted as previous day value and which are not.

1.1.2a Daily aggregation of all debit and credit balances on all accounts and interest to be calculated on the net balance of all the CoE's bank accounts.

1.1.3 The successful bidder must provide an overdraft maximum facility of R500 million for the duration of the tender period, (must ensure compliance to their lending requirements at submission of the tender, subject to the bank's standard annual credit review, which may not reduce the facility below R500 million without informing the City, the need may in future vary depending on the CoE's business requirements) (specify holding costs / commitment fee, if applicable). The facility must be available from 01 of July to the end of the each financial year, be redeemed at the end of each financial year in accordance with MFMA sec 45 (4)(a).

1.1.4 The interest on credit and/or debit balances to be determined in relation to prime rate.

1.1.5 The municipal services payment facility at all bidders' branches (within and outside the area of jurisdiction of the CoE).

1.1.6 Deposit error and Rejected Electronic payment correction services and be reported to the CoE within 48 hours of deposits inclusive of all supporting documentation.

1.1.7 Deposit books: specialized carbonized deposit books bearing the City of Ekurhuleni's name and account number, bound in 100 pages in triplicate format (estimated 1 500 books for the three-year period).

Costs associated with the aforementioned, where applicable must be included in **Form "K"**.

1.2 **Electronic banking Services**

On implementation date:

1.2.1 **Direct dedicated**: The bidder will be expected to use the Virtual Private Network (VPN) provided by the City to establish network connection between CoE and the bidder's bank, allowing for secure and reliable transmission of financial and management information.

1.2.2 **Inter-bank account transfer facility:** The City requires the bidder to provide APIs that can be used to integrate with online banking platforms that offer inter-bank account transfer functionality, such as EFT via the South African clearing system, real-time clearing (RTC/PayShap) and SWIFT for cross-border payments, enabling CoE to transfer funds between its accounts and other financial institutions.

1.2.3 **Direct online enquiry, electronic download and printing function:** The bidder must provide APIs that can be used to integrate with online banking platforms that offer real-time access to bank balances, bank statements, and transaction histories, allowing CoE to retrieve this information directly through its own software applications.

1.2.4 **Direct online facility to enable transfer of funds electronically:** The bidder must provide APIs that will be used to integrate with online banking platforms that offer fund transfer functionality, enabling CoE to transfer funds within its own bank accounts and to other financial institutions directly through its own software applications.

1.2.5 **EFT facility:** The bidder must provide APIs that will be used to integrate with electronic funds transfer (EFT) systems that allow for single and batch payments with electronic transfer confirmation reports and detailed descriptions of transactions.

1.2.6 **Consolidated debits:** The bidder must provide APIs that can be used to integrate with online banking platforms that offer consolidated debit functionality, enabling CoE to consolidate multiple-creditor payments into a single debit entry on the bank statement.

1.2.7 **Internet banking:** The bidder must provide APIs that can be used to integrate with internet banking platforms that allow customers to make payments for services rendered, with deposit identifier across all banks.

1.2.8 **Electronic verification and validation of CoE's suppliers/ creditors branch and account holder numbers:** The bidder must provide APIs that can be used to integrate with electronic verification and validation systems that verify and validate branch and account holder numbers for CoE's suppliers / creditors across Bidder's bank and other banks.

1.2.9 **Direct online stop payment facility:** The bidder must provide APIs that can be used to integrate with online banking platforms that offer direct online stop payment functionality, enabling CoE to initiate stop payments directly through its own software applications.

1.2.10 **Direct online reversal of stop payments:** The bidder must provide APIs that can be used to integrate with online banking platforms that offer direct online reversal of stop payment functionality, enabling CoE to reverse stop payments directly through its own software applications.

1.2.11 **Electronic direct debit facility to collect municipal services payments:** The bidder must provide APIs that can be used to integrate with electronic direct debit (EDD) systems that enable the collection of municipal services payments through bidder's bank and other banks.

1.2.12 **Debi - Check or Similar system:** The bidder must provide APIs that can be used to integrate with bulk electronic processing collections systems, such as Debi-Check, or similar systems for recovering payments due from customers' accounts.

1.2.13 An electronic enquiry facility to access direct debit rejections with a specified rejection reason / code.

1.2.14 Computer Screen Newsflashes for electronic rejected transactions.

1.2.15 Returned/disputed debit order report and appropriate supporting documents must be made available within 24 hours of being identified. If the bidder's time frame is more or less than the requirement, please stipulate specific timing.

1.2.16 A printable download of electronic deposits/payments received through internet, SASWITCH, telephone banking, etc., into a suitable file format with the full 10-digit account numbers for electronic receipting into the CoE's financial system

1.2.17 Masked account facility by the bidder's internet payment facility (allowing electronic transactions into the CoE's bank accounts without allowing the depositor to view the CoE's banking details).

1.2.18 Slip less or paperless deposit environment at all bidders' branches (where the bidder utilizes the municipal services statement bar-code to effect the payment transactions instead of filling in the bank deposit slips). The municipal services account number must be reflected as part of the reference details of payment description on the bank statement.

The bidder must:

1.2.19 Specify their cut-off times for electronic banking services, where applicable.

1.2.20 Keep an audit trail of all electronic fund transfers (on batches, transaction numbers, payments made etc.).

Costs associated with the aforementioned, where applicable must be included in **Form "K".**

1.3 Point of sale (PoS) debit and credit card payment method

Installation of bank card terminals/speed points solution to process payments over the counter through the Debit and Credit facility for consumers to pay their accounts and or purchase electricity etc. at the cashier's terminals as required by the CoE at the specified locations **(see Annexure "D").** Where necessary; the bidders must provide the subcontractor services and manage the installations of the third party connection link to transact with the banks. The rental cost of the bank card terminals, the transaction banking cost therewith together the rental cost of the communication link and any related associated cost must be quoted separately. Installation cost if any must be quoted as well. The solution must provide telephonic and on-site support in times of machinery and or communication link break-down including within 48-hour swop-out / replacement of not functioning devices. The insurance of the device must be mentioned in the event of theft or damage.

The bidders must specify the cost of the above in **Form "K".**

1.4 Cash Securing Mechanisms

The bidders must provide cash securing devices with appropriate security features that accept and secure cash taking on municipal premises where cash is received until collected by the Cash-in Transit (CIT) services provider. The CoE has currently **59** devices as specified in **Annexure "D"**. The CoE's need of the above devices may vary depending on its operational needs and the bidders must be able to accommodate the CoE's changing requirements.

The devices' cradle sought must be able to load and handle bulk cash and process cash in high speed counting, validating and verifying bank notes to ensure non-acceptance of fraudulent / counterfeit / old series notes. This solution must include devices linked to the bank's system; be able to communicate cash contents to the bank, and allow the CoE to receive full same day value deposit and credit into its bank accounts immediately on acceptance of the cash into the device. The risk of transporting the cash is to be borne by bidder. The bidder must provide full insurance cover solution that transfers all risk associated with any cash losses related incidences to the bank. The bidders must also provide the CIT solution to collect and transport cash to the bank.
Bidders must list all types of devices at their disposal to allow the CoE to choose the best solution based on its cash receiving centers and cash volumes needs.

The bidders must specify the cost of service in **Form "K".**

1.5 **Cash Counting Machines**

The CoE cash receiving areas have about 145 cash counting machines that prevent the risk of accepting counterfeit notes through their nature of operation. Cash counting and counterfeit note detecting machines assist in detecting the fake notes and the counting of mixed notes. Cashiers need to have these machines in order to detect fake notes and combat fraud. The current specification of the machines is as follows:

a) Rand (ZAR) + multi-currency note counter with full fake detections and size detections complying with all security features required for SA Rand currency
b) 3d length + 3d width size detecting machine picking up a different note within a specific bundle
c) Counterfeit detection that complies with the SARB currency security features, using:
(i) Ultra-Violet
(ii) Metal-thread
(iii) Magnetic presence code
(iv) Infra-red
d) Spectrum analysis for full scan of note condition (whether bent; torn or holes in note)
e) modes of counting - all three modes detect counterfeit notes:
(i) **Mix** - for counting all mixed notes with total value and full breakdown with all subtotals.
(ii) **Sort** - this sorts out the wrong note in a specific bundle showing the piece and value of count.
(iii) **Count**- the count mode counts in piece amount at high speed with only fake checking running
f) Counts value of notes with total note amount in rand value - count e.g. R50 – 100 notes - R5000
g) Adds up count in note and value in all modes of count
h) Minimum counting speed of 1 200 notes per minute.
i) Alpha-numeric LCD display with 3 batch digits and over 6 count digits with different count screen looks
j) Full long-life numeric keypad for all function control keys
k) Suction friction type feed roller system incorporating poly-urethane and rubber for easy feeding of wet/soft/new/old notes
l) Portable and easy to carry around
m) Accurate count system using optical IR(infra-red) counting sensors for low maintenance and high accuracy
n) Device allows customer count view display
o) Enhanced self -test diagnostic system for full error check making count operation accurate
p) Count system using density checking of notes (thickness of notes) identifying all chained feed errors and half note errors and double count note errors.
q) PC linkable for all software upgrades
r) All units must have a warranty for the duration of the contract, including swop-out, a free annual service and service as and when required.
s) Free training with installation and as required upon request.
t) Telephone or on-line support.

The CoE requires the bidders to provide the cash counting machines that meet the above or equivalent specification throughout the tender period should CoE need to expand / replace the machines in its environment. Bidders must quote for outright purchase cost of machines per unit, inclusive of installation and warranty for the duration of the tender in **Form "K".**

1.6 **Secured Cash Handling & Conveyance Services through Cash-In-Transit Services (manual banking)**

The CoE requires services to securely handle and transport its cash collected from the cash receiving sites at specified locations per specified frequencies (**see Annexure "D"**) to the bank through the Cash-In-Transit services. The cash may be either contained in sealed tamper-proof bags or cash devices

supplied by the banks tasked to provide banking services for the CoE. The above services are mandatory and must be provided as part of the overall banking services solution under the single award. The bidders must manage the CIT services from end-to-end and take full accountability for the service. The financial risk passes from the CoE to the bidder when the CIT crew signs for the sealed bag or, for cash devices, when the cash is accepted into the device. The bidders must promptly respond with alternative CIT solution in cases when there are practical challenges experienced within the cash transportation process. Where cash-in-transit services are subcontracted, the appointed cash-in-transit service provider must hold valid registration with the Private Security Industry Regulatory Authority (PSiRA) and comply with all applicable requirements for rendering cash-in-transit services.

The bidders must specify the cost of service in **Form "K".**

1.7 **Other services required**

The bidder must provide:

1.7.1 Bank balances confirmation letters/ certificates required for financial statement reporting and audit purposes within 10 days of the request receipt and as at the 30 June and 31 December or as and when required.

1.7.2 **Access to bank statements online (daily, weekly and monthly) at specified locations:** The bidder must provide APIs to retrieve bank statement data in real-time for specified time intervals and locations. This eliminates the need for manual access through online banking portals.

1.7.3 As part of other business process, issue guarantees for land purchases and related costs, arbitration fees and supplier guarantees (i.e. Eskom etc.), required as part of daily operating process during the duration of the tender.

1.7.4 Enter into Escrow agreements to facilitate secured payments for Eskom arrangements and City's appointed Service Providers (i.e. IPP, Revenue Enhancement).

1.7.5 Letters of credit/ Forward cover/ foreign currency.

1.7.6 Fleet and Travel Card Facilities

API Integration with the CoE Fleet Management System

- The Successful bidder must provide Application Programming Interfaces (APIs) that enable secure integration between the bidder's banking/card management system and the City of Ekurhuleni (CoE) Fleet Management System.

- The integration must enable the electronic exchange and/or retrieval of information relating to fleet cards and travel cards issued by the bank or financial institution, including relevant transaction information, fuel consumption, expenditure and other associated card usage data.

- The solution must support the maintenance of a comprehensive electronic database or record of all fleet and travel cards issued to the CoE and provide information necessary for monitoring expenditure, analysing fuel consumption patterns, reconciling transactions and facilitating authorised travel arrangements for CoE dignitaries.

Costs associated with the aforementioned, where applicable must be included in **Form "K"**.

1.8 **Other Value Adding Financial Services**

The CoE would prefer banking providers to consider providing at their discretion:

1.8.1 Funding of emerging businesses who are awarded bids by the CoE to provide goods and services.

Bidders should consider offering financial assistance to CoE's successful bidders requiring funding or bridging finance to successfully deliver a product/s or service/s to the CoE.

1.8.2 Community services initiatives

The bankers or service providers could assist the communities with various initiatives or projects whereby the community could improve their standard of living, youths get involved, be given opportunities to be self-employed or self- sustaining.

Value-adding offers are voluntary, will not be evaluated and will not form part of the contract price.

1.9 **Information Communication and Technological requirements**

The successful bidder's Information Communication and Technology systems must be compatible with those of the CoE, including the City's SOLAR financial system. The bidder must:

1.9.1 **Interface:** Ensure that its systems interface seamlessly and securely with the CoE's systems through the banking APIs listed in Clause 1.11, and state the time frame in which this will be achieved.

1.9.2 **Project plan:** Provide a detailed project plan for the integration, showing the API endpoints to be used for data exchange and system integration (see Clause 1.14.5).

1.9.3 **Security:** Transmit all data over secure, encrypted channels (TLS), with role-based access and segregation of duties (see Clause 1.12), to protect the confidentiality and integrity of data exchanged between the CoE and the bidder.

1.9.4 **Service Level Agreement:** State the guaranteed API uptime and response times in the SLA. These may not be lower than the minimum service levels in the KPI schedule (Clause 3).

1.9.5 **Additional hardware and software:** Identify any additional hardware or software needed for the API integration and include its cost in Form K.

Costs associated with the aforementioned, where applicable must be included in **Form "K"**

1.10 **Leveraging on Latest Banking Solutions:**

If the bidder proposes leveraging banking APIs for real-time processing, the bid should include detailed specifications of the API, its operations, and functionality. This should include information about how the API handles deposits, payments, and reconciliations in real-time.

Integrate our SOLAR Financial System with advanced banking solutions through APIs. This integration allows historical account information to be accessed, ensuring all transactions are accounted for and any discrepancies can be resolved efficiently. Below is the list of APIs that the bidder must develop to integrate with the City's current systems.

i.) ICT Governance and Architecture

The successful bidder shall ensure that all systems, applications, APIs, interfaces, and supporting technology components comply with the City of Ekurhuleni ICT Governance Framework, Enterprise Architecture principles, Information Security Policies, ICT Standards, and all applicable legislation governing information security and data protection.

ii.) API and Systems Integration Requirements:

The successful bidder should provide documented, supportable, and secure APIs capable of integration with the City's existing enterprise systems, including but not limited to SOLAR, Siyakhokha, financial management systems, revenue management systems, reporting platforms, and future replacement systems where applicable:

- APIs must support RESTful or SOAP standards.
- APIs must provide comprehensive technical documentation.
- APIs must support JSON and XML data formats.
- APIs must expose secure authentication mechanisms.
- APIs must be version controlled.

- APIs must support error handling and logging.
- APIs must support automated reconciliation processes.
- APIs must provide audit logs for all transactions

iii.) Information Security Requirements

The bidder must ensure compliance with the information security controls, including encryption, multi-factor authentication, access management, cybersecurity monitoring, audit logging, and vulnerability management practices:

- Multi-Factor Authentication
- Encryption of data in transit and at rest.
- Role-Based Access Control
- Privileged account management.
- Segregation of duties.
- Security logging and monitoring.
- Intrusion detection and prevention capabilities.
- Vulnerability management processes.
- Security incident reporting procedures

iv.) Audit Trail and Logging

The solution should maintain immutable audit logs for all financial and administrative transactions, configuration changes, user activities, approvals, and system integrations. Audit records should be retained for a minimum period as prescribed by applicable legislation, audit requirements, and the City's records management policies**.**

v.) Disaster Recovery and Business Continuity

The successful bidder should provide documented Disaster Recovery and Business Continuity Plans demonstrating the ability to recover critical banking, payment, collection, and integration services within agreed Recovery Time Objectives and Recovery Point Objectives.
The successful bidder must also provide:

- DR testing reports.
- Annual business continuity testing evidence.
- Data backup procedures.
- Alternate processing facilities

vi.) Penetration Testing and Vulnerability Assessments

The bidder shall perform regular vulnerability assessments and penetration testing of all banking platforms, APIs, portals, interfaces, and payment services. Summary reports and remediation plans may be requested by the City for assurance purposes.

vii.) Data Ownership and Sovereignty

All transactional, financial, customer, supplier, and operational data generated through the banking solution shall remain the sole property of the City of Ekurhuleni. The bidder successful shall not utilize, disclose, or process such data for any purpose other than execution of the contracted services.

viii.) Change Management

The successful bidder should notify the City in advance of any planned system upgrades, software releases, API changes, infrastructure modifications, certificate renewals, or configuration changes that may impact City operations. Such changes shall be managed through the ICT change management process

ix.) Service Availability

Electronic banking services, APIs, payment gateways, reporting services, and integration services shall maintain a minimum availability of 99.9%, excluding agreed maintenance windows

Costs associated with the aforementioned, where applicable must be included in **Form "K"**

1.11 **Banking APIs required**

- The bidder must provide the APIs listed below and must state, for each API, its operations and functionality, including how it handles deposits, payments and reconciliations in real time.
- The APIs must integrate the City's SOLAR financial system with the bank's systems. The integration must allow historical account information to be accessed so that all transactions are accounted for and discrepancies can be resolved efficiently. The bidder must provide the following APIs:

i.) **Payment gateway APIs:** APIs that integrate with the City's payment platform, Siyakhokha.

ii.) **Account information APIs:** Real-time balance checks, transaction history retrieval and account verification (see Clauses 1.2.3 and 1.7.2).

iii.) **Payment initiation APIs:** Initiation of payments directly from the CoE financial system (see Clauses 1.1.5, 1.2.4 and 1.2.5).

iv.) **SMS and email notification APIs:** Real-time notification of account activity, payment confirmations and security alerts.

v.) **Reporting and analytics APIs:** Customised reports, financial insights and performance metrics, including the monthly statistical reports in Clause 6.

Costs associated with the aforementioned, where applicable must be included in **Form "K"**

1.12 **Risk, insurance and financial safety / security procedures**

Where same day value banking is provided, specify in the proposal the risk associated with the services.

1.12.1 The bidder must state the risks associated with its same-day value banking services, so that the CoE understands the risks involved throughout the depositing process.

1.12.2 **Fraud prevention and detection:** The bidder must have fraud prevention and detection mechanisms in place for electronic transactions and must describe them in the bid.

1.12.3 **Electronic transfer segregation of duties:** The bidder must enforce segregation of duties through role-based access, so that the capture, verification, approval and processing of transactions are performed by different authorised personnel.

1.12.4 **Secure environment and encryption:** All data must be transmitted over secure, encrypted channels (HTTPS/TLS).

Costs associated with the aforementioned, where applicable must be included in **Form "K"**

1.13 **Training**

The Successful Bidder must provide the necessary training and support as required to the CoE to use the banking electronic systems, as well as subsequent enhancements for the CoE's personnel to use the proposed banking system.

The Successful Bidder must indicate the: -

1.13.1 Training that will be furnished on site to use the successful bidder's electronic banking systems and any upgrades in the future.
1.13.2 Training which will be provided for any unfamiliar service or facility offered by the Bidder.
1.13.3 The ability and willingness to assist with the training of any future system developments.

Costs associated with the aforementioned, where applicable must be included in **Form "K"**

1.14 Implementation of the Banking and Cash Management Services Project / Plan

The Successful Bidder must describe its competence, for contract management purposes only (this information is not scored): -

1.14.1 In providing banking and/or cash management products and services requirements;
1.14.2 In handling large volumes of transactions of organizations equivalent to the CoE's operation;
1.14.3 In implementing the banking and/or cash management services through accepted project management principles; and
1.14.4 By detailing its experience in implementing and providing similar products and services to National, Provincial, Local governments and/or Parastatals.
1.14.5 The bidder must have detailed project plan in place for the proposal and implementation with detailed time frames and integration with CoE's network.
1.14.6 Include banking and/or cash management facilities and services implementation plan with milestones and time frames that will ensure that all:
1.14.6.1 Systems are installed and tested;
1.14.6.2 Systems interfaces are working according to specification;
1.14.6.3 Systems functionality and operations procedures are documented in user manuals.
1.14.6.4 Staff are trained and able to operate the bidder's banking systems; and
1.14.6.5 Required banking products and services are ready for parallel running from the 1st May 2027 and for **implementation on the 1st July 2027. The banking facilities and services implementation plan must be used as a map throughout the bank and/or cash management project implementation.**

(Please attach the implementation plan as Appendix 1)

1.14.6.5.1 Should the Bidder notice delays from the CoE that threatens the timely implementation of the documented plan; the bidder must immediately bring this to the attention of the CoE for corrective measures.
1.14.6.5.2 Should the bidder not meet the planned implementation target for reasons attributable to the bidder; and incur any additional/unforeseen costs/expenses and/or damages, the bidder shall make good any such cost/expenses and/or damages to the CoE within a period of **30 days from the date of notice** by the CoE to this effect.

1.14.7 **Transition:** The period from award to 30 June 2027 is the transition period. During this period the successful bidder must set up and test its services and run them in parallel with the City's existing arrangements, in line with the approved implementation plan. The successful bidder bears its own transition and set-up costs, which must be included in the rates in Form K. The City will not pay for transition work separately.

1.15 Data protection, information security and data ownership

1.15.1 Protection **of personal information:** The successful bidder will process the personal information of the City's residents, customers, suppliers and employees as an operator on behalf of the City. The bidder must sign an operator agreement and comply with sections 19 to 21 of the Protection of Personal Information Act, 2013 (Act 4 of 2013).

1.15.2 Information **security:** The bidder must maintain a recognised information security standard (for example ISO/IEC 27001 or equivalent) and must notify the City immediately of any security compromise that affects City data.

1.15.3 Data **ownership:** All data, records and transaction information of the City remain the property of the City. The bidder may use them only to provide the services.

1.16 Exit and handover

1.16.1 Exit **and transition-out plan:** In the final six months of the contract, or within 30 days of a notice of termination, the successful bidder must submit an exit and transition-out plan for approval by the City. The plan must provide for the orderly handover of accounts, data, records, devices and services to the City or the incoming bank, without interrupting City services.

1.16.2 Continuity**:** The successful bidder must continue to provide the services and co-operate fully until handover is complete.

SECTION 2

2.1 On Site Cash Office Services Ekurhuleni Fresh Produce Market (Springs)

Successful Bidder is required to provide an on-site cash office fully equipped with qualified staff and equipment (debit and credit card machines, cash counting machines, cash protecting machines) and CIT services to facilitate the cash collected to be banked and assumes full responsibility for cash takings and insurance on site after cash has been received at the Ekurhuleni Fresh Produce Market (Springs). The cash office operates from Monday to Friday from 05:00 to 14:30 and Saturday from 05:00 to 11:00 (trading hours).

Bidders must specify the cost of service in **Form "K".**

NAME OF BIDDING ENTITY ……

FORM "J"

CITY OF EKURHULENI

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

VARIATIONS AND OMISSIONS:

The item/s / service/s offered in terms of this contract may be considered as complying with the requirements of the Municipality's specification, in all respects, **except as stated hereunder;**

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_____

AUTHORISED PERSON'S SIGNATURE

_____

DATE

FOR EVALUATION PURPOSE (MUST BE COMPLETED)

NAME OF BIDDING ENTITY …….

FORM "K"

CITY OF EKURHULENI

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

SCHEDULE OF PRICES

SECTION 1
BANKING SERVICES

REF. NO.	DESCRIPTION / ITEM			STANDARD QUOTE TO BE APPLIED	INDICATE AVAILABILITY BY "YES" or "NO"	RATES ARE TO BE QUOTED EXCLUDING VAT	VAT % (WHERE APPLICABLE)	ESCALATION (WHERE APPLICABLE)	
								period 2	period 3
1.1	BANKING SERVICES	Volume	Value						
A	DEPOSIT FACILITY	2025/2026	2025/2026						
1.1a	Cash Deposits	71 751	1 368 685 718.80	Per R100 or part thereof					
1.1b	ACB received / Debit Orders	45 192	280 643 964.80	Per item					
1.1c	Customer Deposit Identification (CDI)	3 161 286	37 391 545 150.80	Per transaction					
	CARD MERCHANT SERVICES								
1.1d	Master and Visa - Credit Cards	189 055	1 970 170 380.07	% of transaction					
1.1e	Debit Cards and Maestro Cards	1 423 854	4 633 254 238.05	% of transaction					
1.1f	Deposit Books:								
	- Specialised carbonised books bearing the City of Ekurhuleni's name and account number, bound in 100 pages and in triplicate format.	1500 books for 3 years		Per book					

B	**ELECTRONIC PAYMENTS**								
1.1g	Electronic funds transfers made - Suppliers	23 557	46 473 727 996.61	Per R100 or part thereof					
1.1h	Electronic funds transfers made- Payroll	298 241	11 260 548 996.98	Per R100 or part thereof					
	TRANSACTIONS								
	INTERNAL TRANSACTIONS								
1.1.2.1	Credits	Per transaction							
1.1.2.2	Debits	Per transaction							
1.1.2.3	Batch (each item in the batch)	Per transaction in a batch							
	EXTERNAL TRANSACTIONS								
1.1.2.4	Credits	Per transaction							
1.1.2.5	Debits	Per transaction							
1.1.2a	-Set-off of debit and credit balances for interest calculation purposes	Per month							
1.1.3	**OVERDRAFT FACILITY**								
1.1.3a	R500m maximum requirement	Rate on facility indicate whether fixed or linked to prime rate							
1.1.3b	Commitment fee / holding cost for facility	Amount or rate if applicable							

1.1.4	**INTEREST RATES**								
1.1.4a	Credit balances	Per prime rate linked							
1.1.4b	Debit balances	Per prime rate linked							
1.1.5	The municipal services payment facility at all bidders' branches (within and outside the area of jurisdiction of the CoE)	Per month							
1.1.6	Deposit error and Rejected Electronic payment correction services	Per request							
1.3	**POINT OF SALE (PoS)**								
	Installation of bank card terminals/speed points solution to process payments over the counter through the Debit and Credit facility for consumers to pay their accounts and or purchase electricity etc. at the cashier's terminals as required by the CoE at the specified locations (see Annexure "D").								
1.3a	Installation cost per terminals card machines	Per device							
1.3b	Rental of per terminal card machines (inclusive of Insurance and maintenance)	Per device							
1.3c	Consumables cost of terminal rolls.	Per box (estimated quantity: 1 500 boxes)							
1.3d	Communication link rental per terminal	Per terminal per month							
1.3e	Any other cost not listed above must be specified and costed in the pricing.								

1.4	**CASH SECURING MECHANISMS**									
	The bidders must provide a cash securing devices with appropriate security features that accept and secure cash taking on municipal premises where cash is received until collected by the Cash-in Transit (CIT) services provider. The CoE has currently 59 devices as specified in Annexure "D". The CoE's need of the above devices may vary depending on its operational needs and the bidders must be able to accommodate the CoE's changing requirements.									
1.4a	Installation cost per device per type.	Per device								
1.4b	Rental cost per devices inclusive of insurance and maintenance	Per month								
1.4c	Connectivity or IT cost if any, please specify									
1.4d	Consumables cost per device if any, please specify									
1.4e	Any other cost not listed above must be specified and costed in the pricing.									
1.5	**CASH COUNTING MACHINES**									
	The CoE cash receiving areas have about 145 cash counting machines that prevent the risk of accepting counterfeit notes through their nature of operation. Cash counting and counterfeit note detecting machines assist in detecting the fake notes and the counting of mixed notes. Cashiers need to have these machines in order to detect fake notes and combat fraud.									
1.5a	Cost of cash counting machines for outright purchase with a built in warranty	Per machine								
1.5b	Maintenance services after expiry of the warranty only, including software updates and upgrades.	Per machine								

1.6	**SECURED CASH HANDLING AND CONVEYANCE SERVICES THROUGH CASH-IN-TRANSIT SERVICES (CIT)**								
	Providing cash collection facilities to collect the cash at the close of business at specified locations (see Annexure "D"). The bidder must specify the timing when the financial risk is passed from the CoE to the bidder.								
1.6a	Number of pick-ups per day	One							
1.6b	Number of pick-ups per week	Five							
1.6c	Cash In Transit cost to collect the cash from the CoE sites to the cash depots of the bank, inclusive of insurance (number of sites and pick-up frequencies as per Annexure D)	Per site per month							
1.6d	Consumables cost collection per month if any, please specify								
1.6e	Any other cost not listed above must be specified and costed in the pricing.								
1.7	**OTHER SERVICES**								
1.7.1	Certificate of balance	Per certificate							
1.7.2	Downloading of bank statements / FTI	Per month							
1.7.3	**ISSUING OF GUARANTEES**								
1.7.3a	Cost of issuing a guarantees	Per guarantee							

1.7.3b	Costs related to this service and arbitration fees and supplier etc	Per item							
1.7.4	Escrow Agreements	Per agreement							
1.7.5	Letters of credit/ Forward cover/ Foreign currency.	Per request							
1.7.6	**FLEET AND TRAVEL CARD MANAGEMENT SERVICES**								
1.7.6a	Service charge	Per card per month							
1.7.6b	Transaction fee	Per transaction per month							
1.7.6c	Once-off cost of API integration with the CoE Fleet Management System	Once-off							
1.7.6d	Monthly fee for API integration with the CoE Fleet Management System	Per month							
1.8	**OTHER VALUE ADDING FINANCIAL SERVICES**								
1.8.1-2	Funding of emerging businesses and Community services initiatives within CoE	Voluntary offer. Not evaluated.							

	IMPLEMENTATION OF INFORMATION COMMUNICATION AND TECHNOLOGICAL REQUIREMENTS (Supply detailed costing)								
1.9	Separate project plan between CoE's ICT Team and Bidder's Technical Team in line with the bank service products project plan	quote separately for this service							
1.10a	Once-off set-up cost per API listed in Clause 1.10 of Form I (payment gateway, account information, payment initiation, notification, reporting)	Per API, once-off							
1.10b	Monthly fee per API listed in Clause 1.10 of Form I	Per API per month							

SECTION 1
ELECTRONIC BANKING SERVICES

REF. NO.	DESCRIPTION / ITEM			STANDARD QUOTE TO BE APPLIED	INDICATE AVAILABILITY BY "YES" or "NO"	RATES ARE TO BE QUOTED EXCLUDING VAT	VAT % (WHERE APPLICABLE)	ESCALATION (WHERE APPLICABLE)	
								Period 2	Period 3
C	ELECTRONIC BANKING SERVICES								
	INSTALLATION								
1.2.1a	INSTALLATION FEE (Where applicable)	Per installation							
1.2.1b	Router Port Access fee	Per month							
	SOFTWARE FEE (where applicable)								
1.2.1c	Consisting of software, registration and identification number	Per software per month							
	WORKSTATIONS FEE (where applicable)								
1.2.1d	Per workstation	Per workstation per month							

	Modules: (All inclusive)	per month							
	OPERATORS (where applicable)								
1.2.1e	Per Operator / System manager	Per user per month							
	CASH MANAGEMENT FACILITY (Modules where applicable)								
1.2.1f	CoE Accounts	Per account per month							
1.2.1g	Transaction History Per account - 60 days history	Per account per month							
1.2.1h	Transaction History Per account - 90 days history	Per account per month							
1.2.1i	Transaction History Per account - 120 days history	Per account per month							
1.2.1j	Transaction History Per account - 365 days history	Per account per month							
1.2.1k	-Pre-defined Transfers - (nominated)	Per module per month							
1.2.1l	-User Defined Transfers- (un-nominated)	Per module per month							

1.2.2	-Transfer of transactions categories to the specified bank account (sweeping)	Per module per month							
1.2.3	**DIRECT ON-LINE ENQUIRIES, ELECTRONIC DOWNLOAD AND PRINTING FUNCTION**								
1.2.3.1	Bank balance	Per request							
1.2.3.2	Bank Statement	Per request.							
1.2.3.3	Archived statements	Per request							
1.2.3.4	Bank Entries per transaction	Per request							
1.2.4	Direct on-line facility to enable transfer of funds electronically	Per month.							
1.2.4.1	Within the CoE's bank accounts	Per month.							
1.2.4.2	To bidder's bank and other financial institutions	Per month.							
1.2.5	Reports on Accepted / Rejected transactions	Per month.							

1.2.6	single debit entry on the bank statement for multiple-creditor payments	Per month							
1.2.6a	Consolidated debits or credits	Per batch							
1.2.6b	Overnight Debits	Per 100 transactions							
1.2.6c	2 Day Debits	Per 100 transactions							
1.2.6d	Batch	Per batch							
	Customer and Supplier banking details verification and validation:								
1.2.7	Customer Deposits Identifier	Per month							
1.2.8	Supplier Banking details verification	Per verification							
1.2.8a	Bidder's bank	Per month							
1.2.8b	Other banks	Per month							
1.2.9	Direct on-line stop payment	Per request							

1.2.10	Direct on-line reversal of stop payments	Per reversal							
	ACB								
1.2.12	Debi-Check or similar system <R100 <R1000 ≤R5000 Multiple presentments (Tracking) per day Unpaid transactions Stop tracking (Recalls) Disputes	Per transaction							
1.2.11a	CHARGES PER ACB USER CODE	Per month							
1.2.11b	EXCEEDING OF AGGREGATE VALUE LIMITS	Per occurrence							
1.2.11c	LATE SUBMISSION	Per occurrence							
	UNPAID TRANSACTIONS								
1.2.11d	Unpaids	Per 1000 transactions							
1.2.16	A printable download of electronic deposits/payments received through internet, SASWITCH, telephone banking, etc., into a suitable file format with the full 10-digit account numbers for electronic receipting into the CoE's financial system	Per request							

1.2.17	Masked account facility account verification number per cash deposit fee	Per month							
1.2.18	SLIP LESS /PAPERLESS DEPOSIT per cash deposit fee	Per month							
	SERVICE CUT-OFF TIMES (SPECIFY LEAD TIMES)								
1.2.19a	For bidder's transaction processing	Per submission time							
1.2.19b	For third parties transaction processing	Per submission time							
	REPORTS								
1.2.20	An audit trail of all electronic fund transfers (on batches, transaction numbers, payments made etc).	Per report							

FORM "K" - PRICING

SECTION 2

2.1	ON SITE CASH OFFICE SERVICES EKURHULENI FRESH PRODUCE MARKET (SPRINGS)								
	Bidders are required to provide an on-site cash office fully equipped with qualified staff and equipment (debit and credit card machines, cash counting machines, cash protecting machines) and CIT services to facilitate the cash collected to be banked and assumes full responsibility for cash takings and insurance on site after cash has been received at the Ekurhuleni Fresh Produce Market (Springs)								
REF. NO.	DESCRIPTION / ITEM			STANDARD QUOTE TO BE APPLIED	INDICATE AVAILABILITY BY "YES" or "NO"	RATES ARE TO BE QUOTED EXCLUDING VAT	VAT % (WHERE APPLICABLE)	ESCALATION (WHERE APPLICABLE)	
								period 2	period 3
	BANKING SERVICES	Volume	Value						
	DEPOSIT FACILITY	2025/2026	2025/2026						
2.1a	Cash Deposits	334173	371 338 066.54	Per R100 or part thereof					
2.1b	Electronic funds transfers made	1343	705 587 796.75	Per R100 or part thereof					
2.1c	On site Cash office	Cost of setup and installation of this service							
2.1d	On site cash Office	Cost of the service per month							

SUMMARY OF PRICING

SECTIONS	TOTAL AMOUNT OVER 3 YEARS (INCL VAT WHERE APPLICABLE)
SECTION 1 BANKING SERVICES	R
SECTION 1 ELECTRONIC BANKING SERVICES	R
SECTION 2	R
GRAND TOTAL	R

PLEASE NOTE

- **THAT ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY.**
- **THIS BID WILL BE AWARDED TO ONE (1) BANK AS PRIMARY BANKER.**
- **THE EVALUATED PRICE IS THE THREE-YEAR TOTAL, INCLUDING THE BIDDER'S PROPOSED ESCALATION FOR PERIODS 2 AND 3 (SEE THE SCHEDULE OF PRICE INCREASES IN FORM I).**
- **ANY COST THAT IS NOT LISTED OR NOT PRICED IN THIS SCHEDULE IS DEEMED TO BE INCLUDED IN THE RATES QUOTED AND WILL NOT BE PAYABLE SEPARATELY.**
- **VALUE-ADDING OFFERS (ITEM 1.8) ARE VOLUNTARY AND ARE NOT EVALUATED.**

Rates are to be quoted excluding VAT, with the VAT rate applicable to each item shown in the VAT % column. Exempt financial services must show 0%.
The evaluated price will be the three-year total inclusive of VAT as applicable per item.

_____
Signature of person authorised to sign bid documents

_____
Name in block letters

_____ _____
Designation Date

FORM "L"

CITY OF EKURHULENI
GENERAL CONDITIONS OF CONTRACT

1. **Definitions**

The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement as contained in the bidding documents, including all attachments and appendices thereto and all documents incorporated by reference therein that comes into existence between the Municipality and the successful bidder on acceptance of the bid by way of a letter of acceptance.

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 activities" means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004)

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 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.10 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.11 "GCC" means the General Conditions of Contract.

1.12 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.13 "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.

1.14 “Local content” means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.

1.15 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.16 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.17 “Purchaser” means the organization purchasing the goods.

1.18 “Republic” means the Republic of South Africa.

1.19 “SCC” means the Special Conditions of Contract.

1.20 “SCM” means Supply Chain Management.

1.21 “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.

1.22 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.23 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. **Application**

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, 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, the municipality/municipal entity website and the eTender Publication Portal.

4. **Standards**

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 so far as may be necessary for purposes of such performance.

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the 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 and Copyright

6.1 The supplier shall indemnify the purchaser against all third-party claims for infringement of patents, copyright, trademarks, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 The ownership of any intellectual property, i.e. patents, copyright, trademarks and industrial design, developed by the supplier within the scope of this contract shall vest in the purchaser.

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 performance security in the amount specified in SCC.

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

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

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

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the 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.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

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

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

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

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 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, if any, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**

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

11. **Insurance**

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 Services**

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. **Spare parts**

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

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

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

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost 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 All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

16.2 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.3 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and proof of fulfilment of other obligations stipulated in the contract.

16.4 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of the documentation referred to in 16.3 above.

16.5 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, where the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time without the application of penalties is agreed upon, pursuant to GCC Clause 21.2.

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

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

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

23.2 In the event that the purchaser lawfully 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 lawfully terminates the contract in whole or in part, the purchaser may decide to have a restriction penalty imposed on the supplier by causing such supplier to be prohibited from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends to have a restriction imposed on the 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 to cause the supplier to be restricted?

23.5 Any restriction imposed on any person will 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 the purchaser intends to have a restriction imposed on the supplier, the purchaser must, within five (5) working days of such decision, furnish the National Treasury, with the following information:

(i) Written submissions as to whether the supplier should be restricted from conducting business with any organ of state; and

(ii) Written representations from the supplier as to why that tenderer should not be restricted from conducting business with any organ of state.

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. **Antidumping and countervailing duties and rights**

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

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**

The settlement of disputes will be in terms of paragraph 50 of the COE SCM Policy, which provides as follows:

"**50.** (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –

(a) to assist in the resolution of disputes between the municipality and other persons regarding -

(i) any decisions or actions taken in the implementation of the supply chain management system; or

(ii) any matter arising from a contract awarded in the course of the supply chain management system; or

(b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.

(2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.

(3) The person appointed must –

(a) strive to resolve promptly all disputes, objections, complaints or queries received; and

(b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.

(4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –

(a) the dispute, objection, complaint or query is not resolved within 60 days; or

(b) no response is forthcoming within 60 days.

(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.

(6) This paragraph must not be read as affecting a person's rights to approach a court at any time.

28. 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.

29. Applicable law

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

29.1 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

29.2 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.

30. Taxes and duties

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

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

30.3 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.

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

31. **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

32. **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.

33. **Prohibition of restrictive practices**

33.1 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.

33.2 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 0f 1998.

33.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Tribunal 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.

FORM "M"

CITY OF EKURHULENI

SPECIAL CONDITIONS AND UNDERTAKINGS:

1 1.1 DEFINITIONS:

1.1.1 "Accounting Officer" in relation to the Municipality, means the Municipal Manager

1.1.2 *Bid"* means an offer to supply goods and/or services to the COE at a specified price or rate;

1.1.3 *"Bidder"* means any person offering to supply goods and/or services to the COE;

1.1.4 *"CCC"* shall mean Customer Care Centre

1.1.5 *"CM"* shall mean City Manager of COE appointed in terms of Section 82 of the Local Government: Municipal Structures Act 117 of 1998

1.1.6 *"Contractor(s)"* means the bidder whose bid has been accepted by the COE;

1.1.7 *"ED"* means the *Executive Director* of the Department in the COE responsible for this bid or her/his duly authorised representative;

1.1.8 *"COE" or "Municipality" s*hall mean the CITY OF EKURHULENI;

1.1.9 *"Final delivery certificate"* means the document issued by the COE confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;

1.1.10 *"Letter of acceptance"* means the written communication by the COE to the Contractor recording the acceptance by the COE of the Contractor's bid subject to the further terms and conditions to be included in the contract;

1.1.11 *"Signature date"* and in relation to any contract, means the date of the letter of acceptance;

1.1.12 *"Termination date"* - in relation to any contract means the date therein indicated as the termination date, or the final delivery certificate, the completion certificate or the occupancy certificate whichever is the latest;

1.1.13 *"Value added"* means that portion of the bid price not constituting the cost of materials;

1.1.14 *"Warranties"* - means collectively any and all warranties (if any) given by the Bidder in terms of this agreement.

1.2 Interpretation:

1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -

1.2.2 An expression which denotes-

1.2.2.1 any gender includes the other gender;

1.2.2.2 a natural person includes an artificial or juristic person and vice versa;

1.2.2.3 the singular includes the plural and vice versa;

1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or

national policy as at the signature date, and as amended or re-enacted from time to time;

1.2.4 When any number of days is prescribed, such shall be reckoned as calendar days, exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2 GENERAL UNDERTAKINGS BY THE BIDDER

2.1 I/we hereby bid:

2.1.1 to supply all or any of the supplies and/or to render all or any of the services described in the attached documents [Forms, Schedule(s), and/or Annexure(s)] to the COE;

2.1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

2.1.3 at the prices and and/or rates on the terms regarding time for delivery and/or execution inserted therein.

2.2 I/we agree further that:

2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the COE during the validity period indicated and calculated from the closing time of the bid.

2.2.2 this bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Schedule(s) and/or Annexure(s) attached hereto with which I am/we are fully acquainted.

2.2.3 notwithstanding anything to the contrary in the Forms, Schedule(s) and/or Annexure(s) attached hereto:

2.2.3.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the COE may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the COE;

2.2.3.2 in such event, I/we will then pay to the COE any additional expense incurred by the COE for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;

2.2.3.3 the COE shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

2.2.3.4 pending the ascertainment of the amount of such additional expenditure the COE may retain such monies, guarantee or deposit as security for any loss the COE may sustain, as determined hereunder, by reason of my/our default.

2.2.4 if my/our bid is accepted, that acceptance may be communicated to me/us by letter or facsimile or electronic mail and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax or e-mail has been sent, shall be treated as delivery to me/us.

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

2.2.6 I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

2.2.7 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court.

GENERAL BID CONDITIONS & DIRECTIVES

3 It is a condition of all requests or invitations to bid that Bidders accept, as a condition of bidding, that the obligation rests, without exception, on the Bidder/s to fully acquaint themselves with all requirements and conditions of a request, including, but not limited to, compliance with all policies and legislation to which the COE adheres.

4 Without limiting the generality of the provisions of Clause 3 above, Bidders are required to acquaint themselves and to comply in their bid with the following policy documents of the COE:

4.1 SUPPLY CHAIN MANAGEMENT POLICY;

4.2 PREFERENTIAL PROCUREMENT POLICY (read with the Preferential Procurement Policy Framework Act, Act No.5 of 2000, and the regulations made in accordance therewith from time to time)

Bidders are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completing and submitting any bids as these policies are deemed to be incorporated into the Conditions of all the COE's Requests for Bids.

5 **Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, shall invalidate this bid. Each and every part of the bid document shall be deemed to be material.**

6 **Bid prices must be submitted on the official bid Form "K" – "Schedule of Prices" form, which must be filled in and completed in all respects.**

7 Bids must be submitted in sealed envelopes.

8 Separate envelopes must be used for each bid invitation.

9 The address, bid number and closing date must appear on the front of the envelope.

10 The name and address of the Bidder must appear on the back of the envelope.

11 **Each bid document is allocated with a certain <u>bid box number</u> in which the bid documents must deposited and NO bid document found to be deposited in the wrong bid box as specified, subsequent to the closing date and time of the bid, will be considered.**

12 **Posted bid documents will not be considered, unless they were received and deposited in the correct bid box, by a Municipality representative, before the closing date and time of the bid. The COE accepts no responsibility nor liability in this regard for any bid not timeously placed in the correct bid box by such Municipality representative or any person or employee.**

13 13.1 All Bidders are advised that it is an express Condition of this bid that all Bidders will be required to furnish proof, on demand, that the Bidder, or in the case of an artificial or juristic person - including its trustees, members or directors as the case may be - are in good standing in respect of any levy, rates, fine, service charge or the like due to the COE or any other municipality or municipal entity.

13.2 In the event of the Bidder/Contractor not being in good standing and that the Bidder/Contractor is indebted to the COE, as contemplated in this clause which arises after the signature date and before final payment has been made to the Contractor, the Contractor hereby consents to the COE deducting from the amount of the bid awarded such amount/s as may be lawfully owing to the COE and/or to any CCC located within the area of jurisdiction of the COE.

13.3 The books and records of the COE, or any extracts there from certified by the City Manager or other officer authorised thereto by the COE shall, for the purposes of this clause be *prima facie* evidence of the amounts lawfully owing to the COE.

13.4 For purposes of this clause the term *"in good standing"* means that the Bidder shall not be in any way lawfully indebted to the COE and/or to any CCC located within the area of jurisdiction of the COE, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;

14 In the event that a contract is awarded, the COE shall accept the bid that scores the highest total number of points, having regard to the provisions of Regulations 4 and 5 of the Preferential Procurement Regulations, 2022, unless objective criteria justify the award to another Bidder as contemplated in Section 2(1)(f) of the Preferential Procurement Policy Framework Act, Act No.5 of 2000. The COE reserves the right to negotiate additional conditions with the Bidder and/or to award a bid, where it deems appropriate, to more than one (1) Contractor/Bidder.

15 The Bidder undertakes that it will make itself and its members, officials, employees and agents, aware of the appropriate regulations and by-laws of the COE that might have application on the Bidder's activities in terms hereof.

16 Neither the COE nor any official in the COE will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder to comply with any of the requirements of these instructions, including, but not limited to, the failure to properly describe and/or categorise any requirements.

17 DETAILS OF OFFERS MADE

17.1 The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official document or the information furnished therein;

17.2 The main offer shall be in accordance with the specifications and alternative offers shall be adequately and clearly described and differentiated, if necessary, by submitting additional schedules or a separate bid document.

17.3 **ADJUDICATION OF BIDS**

Bidders' attention is drawn to the fact that the adjudication of bids will be based on a point system as indicated in Form "A" - "Procurement Form", included in this bid document.

Form "A" – "Procurement Form", must be completed by bidders and submitted together with their bid documents by the closing date and time of the bid.

18. **VARIATIONS AND OMISSIONS**

Where offers depart from requirements of the specification, such departure shall be fully described on the official bid Form "J" – "Variations and Omissions" document.

GENERAL CONTRACTUAL UNDERTAKINGS

19 **QUALITY OF GOODS**

Notwithstanding anything to the contrary in this agreement:

19.1 The goods to be supplied under the contract are to be, in all aspects, of the best description and according to the sample (if any) and specifications provided.

19.2 In every case the goods shall be subject to the inspection and approval of the ED or his duly authorised representative, who shall be at liberty to reject them and in cases of such rejection, the Bidder agrees to be bound by the rejection of the ED or his duly authorised representative.

19.3 In the event of the approval of the goods by the said ED or his duly authorised representative and if it is later discovered that the goods are in any way defective, the COE may reject same, in spite of such approval by its ED or his duly authorised representative.

19.4 Tests and analyses may be made as deemed necessary and the cost thereof shall be borne by the COE provided that the goods are of the stipulated quality, failing which such cost shall be defrayed by the Bidder. The COE shall have the right to deduct such cost from payments due to the Bidder, or otherwise to recover the same from him.

19.5 No second-hand/refurbished materials/parts will be used in the final goods to be delivered by the Bidder, only new materials/parts bearing the SABS mark of quality will be considered.

20 **INDEMNITY**

20.1 Without prejudice to any of the rights of the COE arising from any of the provisions of this agreement, the Bidder indemnifies and holds the COE harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the aforegoing all party and party and attorney and client costs incurred by the COE) which the COE may suffer as a result of or which may:

20.1.1 be attributable to-

20.1.1.1 any liability of the Bidder, whether actual or contingent;

20.1.1.2 any liability of the Bidder for taxation, for which purpose the terms "taxation" shall include:

20.1.1.2.1 normal taxation;

20.1.1.2.2 value added tax;

20.1.1.2.3 minimum or secondary taxation on companies;

20.1.1.2.4 all other forms of levies or taxation.

20.1.1.3 any penalties or interest as a result thereof.

20.1.2 arise out of or in the course of or by reason of the Bidder's performance in terms of this agreement;

20.2 The Bidder undertakes to indemnify the COE in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the COE as a

consequence of the negligence of the bidder, its employees, members or any persons under its control;

20.3 The Bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the COE or any person for whose actions the COE is legally liable.

21 POWERS OF THE COE IN THE EVENT OF GOODS BEING DEFECTIVE

21.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-

21.1.1 the ED shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Bidder; or,

21.1.2 if the COE so determines, the Bidder shall, at his own expense, replace the affected goods or make good the deficiency at once, or within such period or at such time as the COE may fix.

21.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the COE in terms of clause 23 of the GCC, or of the dispute resolution provisions of this agreement.

22 DELIVERY OF GOODS

22.1 The goods shall be delivered, at the Bidder's risk and expense, subject to clause 10 of the GCC, to:

The Offices of the CITY OF EKURHULENI,
Corner Cross and Roses Streets,
Germiston; or,

such other place in the Municipal Area of the COE as may be specified and at the time/s and in the manner appointed by the ED;

22.2 Each delivery must be accompanied by a correct delivery note;

22.3 All invoices (accompanied by TAX invoices) must be forwarded to the COE without delay, **clearly stating the contract and order numbers.**

22.4 All equipment and material shall be marked with the appropriate contract and order numbers.

22.5 Bidders shall state in their bids as well as on the official Form "I" – "Schedule of Prices" document, the minimum time required to effect delivery of the goods required under this contract, after receipt of official order.

22.6 Delivery shall be made in accordance with the requirements set out in the contract.

22.7 All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form or order issued by the COE.

23 RATE OF DELIVERY

As and when required, during the period of this contract.

24 FAILURE TO DELIVER GOODS

24.1 In the event-

24.1.1 of the Bidder failing to deliver the stipulated quantity of goods of the contract quality at the time and in the manner appointed by the ED, or

24.1.2 of the Bidder, if required to deliver by instalments, failing to deliver any instalment, either in whole or in part, at the time and in the manner appointed by the ED, or

24.1.3 of the COE suffering damage by delay while rejected goods are being replaced under Clause 19,

it is agreed that the Bidder shall pay liquidated damages and not by way of penalty, to the COE;

24.2 Such liquidated damages shall be determined in each case by the City Manager of the COE and shall be:

24.2.1 With regard to 24.1.1: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.2 With regard to 24.1.2: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.3 With regard to 24.1.3: a sum not exceeding the actual damage so incurred by the COE.

24.3 A certificate by the City Manager or his duly authorised representative shall constitute prima facie evidence of the indebtedness of the Contractor.

24.4 The City Manager of the COE shall also determine the manner in which and the time when, such payment of excess costs or damages shall be made and the decision of the City Manager of the COE shall be binding in every case.

24.5 Notwithstanding the above, the Bidder shall not be held liable to enforcement of the penalties stated above should such failure be due to *vis major.*

25 SURETY

25.1 The Bidder shall, **if it is required of him/her**, provide good and sufficient surety for the due fulfilment of the contract to the satisfaction of the COE and such surety shall remain in force until the handing over of a final delivery certificate by the COE;

25.2 The only surety acceptable to the COE is cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act. No 94 of 1990) or from an Insurer registered in terms of the Insurance Act, 1998 (Act No. 53 of 1998). Any surety shall be valid for the entire contract period and beyond if required by the COE

Guarantees will be required as follows:

CATEGORY	PROJECT VALUE (INCL. OF VAT)	GUARANTEE
A	< R500 000	2,5%
B	R500 001 – R1 000 000	5%
C	R1 000 001 – R2 000 000	7,5%
D	>R2 000 000	10%

25.3 Unless otherwise provided for, the security shall be for 0% of the total value of the bided price;

25.4 The cost of obtaining any such surety shall be borne by the Bidder;

25.5 The liability under such surety shall terminate upon the issue of a final delivery Certificate

25.6 In the event of the bidder providing a cash amount (deposit) or a bank guaranteed cheque from a registered bank drawn in favour of the COE, the COE will not be held accountable nor obliged to pay the Bidder interest earned as a result of such action.

26 **ACCEPTANCE**

26.1 Unless otherwise specified in the invitation to bid, **this bid shall remain open for acceptance by the COE for a period of one hundred and twenty (120) days from the date on which bids are due and during this period the Bidder agrees not to withdraw its bid or impair or derogate from its effect;**

26.2 The written approval of this bid by the COE, by way of letter of acceptance, shall constitute a contract binding on both parties incorporating all the terms and conditions set out in the bid documents and the letter of acceptance;

26.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date.

27 **PRICE**

The price and/or rates quoted shall be nett and shall include cost of delivery and shall be quoted inclusive of all taxes **excluding VAT.**

28 **GOVERNMENT PRICE CONTROL**

28.1 Where the price of any item place on contract is controlled by legislation, the contract price shall in the event of any amendment to the price ruling at the time the bid was submitted, be subject to a like increase or decrease as the case may be.

28.2 In the event of price control over any item of contract being withdrawn during the currency of the contract, the contract price applicable to such item after the date of such withdrawal shall be the contract price in operation immediately prior to the withdrawal of price control.

28.3 Bidders shall, where appropriate, submit with their bid, details of present controlled prices. **Failure to do this, shall render the bid liable to rejection on the grounds of being incomplete.**

28.4 **Any subsequent claims for increases in the prices shall be substantiated by documentary proof acceptable to the ED.**

29 **CONTRACT PRICE ADJUSTMENT**

Should no price adjustment or variation clauses be included in the bid documents, the prices will be considered as **being firm** and the COE will not, under any circumstances, accept for it's account, any increase in the prices bided during the duration of the contract.

30 **PAYMENT**

Payment will be made **within thirty (30) days after goods are supplied and date of invoice.** The COE may deduct any sum due to it by the Bidder under any of the provisions of this contract from any sum due to the Bidder.

All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

31 **PERIOD OF CONTRACT**

This contract is for a period with effect from 01 July 2027 by the City, until 30 June 2030.

32 **ORDERS FOR REQUIREMENTS**

During the period of the contract official orders for the Municipality's requirements will be placed with the Bidder/s and the Bidder/s shall only supply the items required under this contract on receipt of such official orders.

33 **DISCOUNT**

A minimum of 2,5% settlement discount must be allowed on this bid for payment made within 30 days from date of receipt of invoice.

34 **CONFIDENTIALITY**

34.1 It is recorded that the Bidder, by virtue of his/her association with the COE, will become possessed of and will have access to confidential information belonging to the COE including, but without limiting the generality of the aforegoing, the following matters:

34.1.1 the contractual and financial arrangements between the COE and other Bidders;

34.1.2 the COE's financial matters;

34.1.3 all other matters which relate to the COE's business and in respect of which information is not readily available in the ordinary course of business to a competitor.

34.2 Notwithstanding the aforegoing provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:

34.2.1 it is publicly available or becomes publicly available other than as a result of a breach of this contract;

34.2.2 it comes or came into the possession of the Bidder other than by virtue of the Bidder's relationship with the COE.

34.3 Having regard to the facts recorded above, the Bidder undertakes that in order to protect the proprietary interest of the COE in the confidential information-

34.3.1 he/she will not during the period that he/she is a Bidder or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by his/her contract with the COE or as may be required to comply with any law or to enforce the Bidder's rights in terms of this contract;

34.3..2 any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by him/her or which come into his/her possession by any means whatever shall be deemed to be the property of the COE. Such property of the COE shall be surrendered to the COE on demand and in any event on the termination date and the Bidder shall not retain any copies thereof or extracts therefrom.

34.4 Any action which can be construed as a contravention of the condition referred to in clause

34.3.1 and 34.3.2 above, will expose any bidder to the rejection of his bid by the COE alternatively the summary termination of any contract entered into.

35 BREACH

35.1 Should either the Bidder or the COE commit a breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;

35.2 Should any party permit a non-material breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

36 PUBLICITY

None of the parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of the COE, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

37 SEVERABILITY OF THE CONTRACT TERMS

37.1 Each provision of this agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this agreement, severable from the other provisions of this agreement;

37.2 any provision of this agreement which is or becomes invalid, unenforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as *pro non scripto* to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining provisions of this agreement which shall remain of full force and effect.

37.3 The parties declare that it is their intention that this agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceable or unlawful at the execution of this agreement.

38 WAIVER OF RIGHTS

38.1 No party's partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this agreement shall be construed as a waiver by that party;

38.2 Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party;

38.3 In the event of a party having concluded such a written document same shall be strictly construed.

39 CESSION OF RIGHTS

39.1 Save as is otherwise expressly stipulated in this agreement; this agreement is personal to the parties;

39.2 Any party to the agreement who wishes to cede, delegate or assign their right of payment may only cede, delegate or assign their right of payment to a Financial Service Provider.

39.3 Any request to cede, delegate or assign a parties right of payment must be made in writing by the Financial Service Provider, accompanied by a copy of the cession agreement between the Financial Service Provider and any party to this agreement.

39.4 Should the COE be succeeded or replaced by any other entity that entity shall automatically substitute the COE in this agreement unless the succeeding entity notifies the contractor to the contrary within 120 days, in writing.

40 **DOMICILE & NOTICES**

40.1 The parties choose their domicile for all purposes relating to this agreement; including the giving of any notice, the payment of any sum, the serving any process, as follows-

40.1.1 THE CITY OF EKURHULENI

Physical - Golden Heights,
141 Victoria Street,
(Corner Victoria and F H Odendaal Streets)

Germiston
1400
Use entrance at 65 FH Odendaal Street

Fax - +27.(0)11.999-7511

40.1.2 [THE BIDDER / CONTRACTOR] (PROVIDE DETAILS OF BIDDING ENTITY}

Physical Address …….

……

……

Postal Code …….

Postal Address ……

……

……

Postal Code …….

Fax Number ……

40.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Post Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.

40.3 Any notice given or any payment made by any party to any other ("addressee") which is-

40.3.1 delivered by hand between the hours of 08h00 and 16h15 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;

40.3.2 posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.

40.4 Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.

40.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.

40.6 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

41 TOTALITY OF AGREEMENT

This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all prior commitments, or representations, whether oral or written, between the parties in respect of the subject matter hereof.

42 APPLICABLE LAW

This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved and the rights of either party to approach any other court having jurisdiction, the parties consent to the jurisdiction of, the Magistrates Court.

43 DEFAULT/CANCELLATION OF BID AND/OR CONTRACT

Should it appear to the COE that the Bidder is not executing the contract in accordance with the true intent and meaning thereof, or that the Bidder is refusing or delaying the execution of the contract or is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or, in the event of default by the Bidder, then in any such event the COE may give notice in writing to the Bidder to make good the failure or default, and should the Bidder fail to comply with the notice within the period specified therein, then and in such case the COE shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the Bidder may have neglected to do, or to take the contract wholly or in part out of the Bidder's hands and order from any other person. The Bidder shall be responsible for any loss the COE may sustain by reason of such action as the COE may take in terms of this clause.

44 PACKING

All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading.

Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the COE.

45 FALSE INFORMATION

Should it come to the attention of COE that false information has been given in whatever way with the intention of the Bidder/Contractor to position himself/herself to be awarded the bid/contract or in respect of the performance of the contract, the COE holds the right to disqualify the bid and/or terminate the contract?

46 LABOUR CONDITIONS

The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, No 75 of 1997.

FORM – "N"

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

PART 1 (TO BE COMPLETED BY THE SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT)

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

1. I hereby undertake to render services described in the attached bid documents to (name of the institution) …… in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….…….. at the tendered price/s. My offer/s remain binding upon me and open for acceptance by the COE during the validity period indicated and calculated from the closing date of the bid.

2. The bid documents shall be deemed to form and be read and construed as part of this agreement:

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) tendered cover all the services specified in the bid documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESS:

1 ……

DATE……

FORM – "N"

CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: PS-F 03-2027

THE APPOINTMENT OF A BANK TO PROVIDE BANKING, CASH COLLECTION, CASH MANAGEMENT AND CASH-HANDLING SERVICES FROM 01 JULY 2027 UNTIL 30 JUNE 2030

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE COMPLETED BY THE COE)

1. I…… in my capacity as …….. …….. accept your bid under reference number……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

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

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

SIGNED AT ……ON……..

NAME (PRINT) ……

SIGNATURE……

OFFICIAL STAMP

WITNESS:

1 ……

DATE…….