# REQUEST FOR PROPOSALS

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| **YOU ARE HEREBY INVITED TO SUBMIT A BID T H AT MEETS UMALUSI’S REQUIREMENTS FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF FIFTEEN YEARS (180 MONTHS)** |
|  |
| **BID NUMBER:** | **UMALUSI (24-25) T0002** |
| **DATE OF ADVERTISING:** |  30 March 2025 |
| **COMPULSORY BRIEFING SESSION DATE AND TIME:** |  09 April 2025 at 09H00 (Microsoft Teams)[**Join the meeting now**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_OGU2ZjE2ZjItYThmYi00MjVjLTk0NGEtZmY2NzliMmFiOWQ4%40thread.v2/0?context=%7b%22Tid%22%3a%221442c6bf-93e0-4b03-a09c-40b49ce24f72%22%2c%22Oid%22%3a%22549a2565-ece7-44bf-b1ee-cea0ac0fd2a0%22%7d) |
| **CLOSING DATE:** | 09 May 2025 |
| **CLOSING TIME:** | 12h00 **(Bidders will not be permitted to submit proposals after the set time).** |
| **CLOSING DATE FOR BID ENQUIRIES:** | 17 April 2025All inquiries must be directed to tenders@umalusi.org.za. |
| **PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAINOPEN FOR ACCEPTANCE:** | 180 days (submissions must be valid 180 days after the closing date). |
| **DESCRIPTION OF BID:** | **PROVISION OF BANKING SERVICES TO UMALUSI FOR A PERIOD OF****FIFTEEN YEARS (180 MONTHS)** |
| **DELIVERY ADDRESS FOR BID DOCUMENTS:** | UMALUSI41 GENERAL VAN RYNEVELD STREET PERSEQUOR TECHNOPARKPRETORIA |
| **NAME OF BIDDER:** |  |
| **CONTACT PERSON:** |  |
| **EMAIL ADDRESS:** |  |
| **TELEPHONE NUMBER:** |  |
| **BIDDER’S STAMP OR****SIGNATURE:** |  |

**PART A: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS**

## Please adhere to the following instructions:

* Tick the relevant block below.
* Follow the prescribed sequence when attaching the annexures to the bid document.
* Ensure that the following documents are completed and signed, where applicable.

**NB:** Failure to include any of these documents may result in disqualification for non- compliance.

|  |  |  |
| --- | --- | --- |
| **YES** | **NO** | **DESCRIPTION** |
|  |  | Original bid and a Copy – (hard copies must be clearly marked as“Original” and “Copy”) along with one Electronic Copy.**Important:** Kindly note that all documents submitted as part of the original bid must be duly authorised, with the required signatures or initials on each page. Failure to comply will result in the bid being rejected as incomplete. |
|  |  | **Part A:** |
|  |  | Specifications, Conditions of Bid, and Undertakings by Bidder |
|  |  | Certificate of Authority for Joint Ventures |
|  |  | **Part B:** |
|  |  | **Annexure A:** Statement of Works |
|  |  | **Annexure B:** SBD 1 – Invitation to Bid |
|  |  | **Annexure C:** SBD 3.2 – Pricing Schedule |
|  |  | **Annexure D:** SBD 4 – Bidder’s Disclosure |
|  |  | **Annexure E:** SBD 6.1 – Preference Points Claim Form |
|  |  | **Annexure F**: General Conditions of Contract |
|  |  | **Annexure G:** Company Profile of the Bidder |

# PART B: SPECIFICATIONS, CONDITIONS OF BID, AND UNDERTAKINGS BY BIDDER

* 1. **DEFINITIONS**

In this Request for Proposals, unless a contrary intention is apparent:

* **Business Day** means a day that is not a Saturday, Sunday, or public holiday.
* **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works, or services in accordance with the Specification as provided in this bid.
* **Bidder** means a person, legal entity, or an unincorporated group of persons or legal entities that submit a bid.
* **Bidding Process** means the process commenced by the issuing of this Request for Proposal and concluding upon formal announcement by Umalusi of the selection of a successful Bidder(s) or upon the earlier termination of the process.
* **Companies Act** means the Companies Act No. 71 of 2008, as amended.
* **Closing Time** means the time specified as such under clause 3 (bid timetable) in Part C, by which bids must be received.
* **EME** means an exempted micro-enterprise in terms of a code of good practice for Black Economic Empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
* **PFMA** means the Public Finance Management Act No. 1 of 1999, as amended.
* **PPPFA** means the Preferential Procurement Policy Framework Act No. 5 of 2000, as amended.
* **PPFA Regulations** means the Preferential Procurement Regulations 2022 published in terms of the PPPFA.
* **Proposed Contract** means the agreement, including any other terms and conditions contained in or referred to in this bid that may be executed between Umalusi and the successful Bidder.
* **Request for Proposal** or **BID** means this document (comprising each of the parts identified under Part A, Part B, Part C, and Part D), including all annexures and any other documents so designated by Umalusi.
* **SARS** means the South African Revenue Service.
* **Services** means the specific services required by Umalusi, as outlined in Part D of this bid document.
* **SLA** means Service Level Agreement.
* **Specification** means the condition of the bid set, along with any specifications or descriptions of Umalusi’s requirements outlined in this bid document.
* **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 programs of the Reconstruction and Development Program as published in Government Gazette No. 16085 dated 23 November 1994.

# SUPPLY CHAIN MANAGEMENT UNIT

* Only questions, queries, or clarifications submitted to the email address tenders@umalusi.org.za will be addressed.
* Bid documents must be submitted as follows:
	1. original bid and a copy – (copies clearly marked as “Original” or “Copy”); and
	2. one soft copy.

**Canvassing of any Umalusi employee will result in immediate disqualification of the Bidder.**

# BID TIMETABLE

* + 1. This timetable is provided as an indication of the timing of the bidding process. It is indicative only and subject to change at the discretion of Umalusi. Bidders are required to submit proposals that will facilitate the achievement of the intended commencement date.

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Advertisement of bid | 30 March 2025 |
| Bid document available | 31 March 2025 |
| Compulsory briefing session | 09 April 2025 |
| Closing date for bid enquiries | 17 April 2025All enquiries must be directed to: tenders@umalusi.org.za |

|  |  |
| --- | --- |
| Closing date and time | 09 May 2025 **(Bidders will not be permitted to submit their proposal after the set time).** |

# SUBMISSION OF BIDS

* + 1. Hardcopies of bids are to be submitted to:

|  |  |
| --- | --- |
| Physical address of bid box | UMALUSI41 GENERAL VAN RYNEVELD STREET PERSEQUOR TECHNOPARKPRETORIA |
| Hours of access to bid box | Monday to Friday: 08:00 to 16:00 |
| Information to be marked on the package containing bid | UmalusiSupply Chain Management Unit BID Ref. **UMALUSI (24-25) T0002** |

* + 1. **Important:** Kindly note that all documents submitted as part of the original bid must be duly authorised, with the required signature or initials on each page. Failure to comply will result in the bid being rejected as incomplete.

# RULES GOVERNING THIS BID AND THE BIDDING PROCESS

1. Participation in the bidding process is contingent upon compliance with the rules outlined in Part C of this bid.
2. All persons (whether or not participants in this bidding process) who have obtained or received this bid may use it, and the information contained herein, solely in accordance with the rules specified in this bid.
3. All Bidders are deemed to accept the rules specified in Part C of this bid.

# STATUS OF REQUEST FOR PROPOSAL

**a.** This bid constitutes an invitation for individuals or entities to submit proposals for the provision of the services outlined in the scope contained in this document. Accordingly, this bid must not be construed, interpreted, or relied upon, whether explicitly or implicitly, as an offer capable of acceptance by any individual or entity, nor as the creation of any form of contractual, promissory, or other rights. No binding contract or understanding for the provision of services shall exist between Umalusi and any Bidder unless and until Umalusi has executed a formal written contract with the successful Bidder.

# ACCURACY OF REQUEST FOR PROPOSAL

1. While every effort has been made to ensure the accuracy of the information provided in this bid, Umalusi makes no representations or warranties that the content in this bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. Umalusi and its officers and employees shall not be liable for any inaccuracies, omissions, or incomplete information.
2. If a Bidder identifies or reasonably believes it has identified any discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by Umalusi, the Bidder must promptly notify Umalusi in writing of such discrepancies, ambiguities, errors, or inconsistencies, allowing Umalusi an opportunity to review and take corrective action if necessary.
3. Any discrepancy, ambiguity, error, or inconsistency identified and confirmed by Umalusi will be corrected, if possible, and such correction will be communicated to all Bidders, without attributing the correction to the Bidder who provided the written notice.

# ADDITIONS AND AMENDMENTS TO THE BID

1. Umalusi reserves the right to modify any information in, or issue any addendum to, this bid before the closing time. Umalusi and its officers or employees shall not be held liable in connection with either the exercise of, or failure to exercise, this right.
2. Should Umalusi exercise its right to modify information as per clause 8.a, it may request amended bids from all Bidders.

# REPRESENTATIONS

No representations made by or on behalf of Umalusi in relation to this bid will be binding on Umalusi unless that representation is expressly incorporated in the contract entered into between Umalusi and the successful Bidder.

# CONFIDENTIALITY

1. The information contained in this document is of a confidential nature and must only be used for purposes of responding to this bid. This confidentiality clause extends to supplier partners and/or implementation agents whom you may decide to involve in preparing a response to this bid.
2. For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, the information contained in a party’s software and associated material and documentation, plans, designs and drawings, and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or unregistered, or otherwise disclosed or communicated before or after the date of this process.
3. The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the Confidential Information of Umalusi (even if received before the date of this process) to any person, whether in the employment of the receiving party or not, who does not take part in the performance of this process.
4. The receiving party shall take all such steps as may be reasonably necessary to prevent Umalusi’s Confidential Information coming into the possession of unauthorised third parties. In protecting the receiving party’s Confidential Information, Umalusi shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the Confidential Information as the receiving party uses to protect its own Confidential Information.
5. Any documentation, software, or records relating to U m a l u s i ’ s Confidential Information, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has come into its possession before the period of validity of this process:
	1. Shall be deemed to form part of the Confidential Information of Umalusi;
	2. Shall be deemed to be the property of Umalusi;
	3. Shall not be copied, reproduced, published, or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated herein; and
	4. Shall be surrendered to Umalusi on demand and, in any event, on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

# REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

1. All communications related to this bid and the bidding process must be directed solely to the email address tenders@umalusi.org.za.
2. Any communication from a Bidder to Umalusi will be deemed effective upon receipt by the Supply Chain Management Unit.
3. Umalusi has set a specific period during which questions or requests for further information or clarification will be accepted and reserves the right not to respond to any enquiry or request, regardless of when such enquiry or request is received.
4. A Bidder may, by notifying the Supply Chain Management Unit in writing, withdraw a question submitted in accordance with this clause if the Bidder does not wish Umalusi to publish its response to the question for all Bidders.

# UNAUTHORISED COMMUNICATIONS

1. Communication, including promotional or advertising activities, with Umalusi staff is prohibited during the bidding process or otherwise, unless prior consent is obtained from the Bid Adjudication Committee.
2. Bidders must refrain from engaging in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the bidding process in anyway.

# IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

1. Bidders may not seek or obtain assistance from employees of Umalusi in the preparation of their bid responses.
2. Umalusi may, in its absolute discretion, immediately disqualify any Bidder that it believes has sought or obtained such improper assistance.
3. Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004, and any other relevant legislation.

# CONFLICT OF INTEREST

1. A Bidder must not, and must ensure that its officers, employees, agents, and advisors do not, place themselves in a position that may give rise to actual, potential, or perceived conflict of interest between the interests of Umalusi and the Bidder’s interests during the bidding process.
2. The Bidder is required to disclose any interests, relationships, or clients that may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this bid. If a conflict of interest arises or is likely to arise after the submission of the bid, which was not disclosed, the Bidder must immediately notify Umalusi in writing.
3. Umalusi may immediately disqualify a Bidder from the bidding process if the Bidder fails to notify Umalusi of the conflict as required.

# LATE BIDS

1. Bids must be delivered by the closing time.
2. Bids delivered after the closing time or lodged at a location or in a manner contrary to that specified in this document will be disqualified from the bidding process and will be ineligible for consideration.

# PREPARATION OF BIDS

1. Bidders must ensure that:
	1. their bid is submitted in the required format as stipulated in this Request for Proposal; and
	2. all required information fields in the bid are completed in full and contain the information requested by Umalusi.
2. Umalusi may, in its absolute discretion, reject a bid that does not include the requested information or is not in the format required.
3. Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective bid proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
4. Where the Bidder is unwilling to accept a specified condition, the refusal must be clearly and expressly stated. Prominence must be given to the statement detailing the refusal. It is not sufficient that the statement appears only as part of an attachment to the bid or is included in a general

statement of the Bidder’s usual operating conditions.

An incomplete bid may be disqualified or assessed solely on the information completed or received with the bid.

# ILLEGIBLE CONTENT, ALTERATION, AND ERASURES

1. Umalusi may disregard any content in a bid that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
2. Umalusi may permit a Bidder to correct an unintentional error in its bid where that error becomes known or apparent after the closing time. However, in no event will any correction be permitted if Umalusi reasonably considers that the correction would materially alter the substance of the bid or affect the fairness of the bidding process.

# RESPONSIBILITY FOR BIDDING COSTS

1. The Bidder’s participation or involvement in any stage of the bidding process is at the Bidder’s sole risk, cost, and expense. Umalusi shall not be held responsible for, or pay for, any expense or loss that Bidders may incur in relation to the preparation or lodgment of their bid.
2. Umalusi is not liable to the Bidder for any costs based on any contractual, promissory, or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidder’s participation in the bidding process, including without limitation, instances where:
	1. the Bidder is not engaged to perform under any contract; or
	2. Umalusi exercises any right under this bid or at law.

# DISCLOSURE OF BID CONTENTS AND BID INFORMATION

All bids received by Umalusi will be treated as confidential. Umalusi shall not disclose the contents of any bid or bid information except in the following cases:

1. as required by law;
2. for the purpose of investigations by other government authorities having relevant jurisdiction;
3. to external consultants of Umalusi engaged to assist with the bidding process.
4. or for the general information of Bidders as required by the National Treasury Regulations, Guidelines, Instruction Notes, or Practice Notes.

# BID ACCEPTANCE

All bids submitted must remain open for acceptance for a maximum period of 180 (one hundred and eighty) days from the closing time. This period may be extended by written mutual agreement between Umalusi and the Bidder.

# EVALUATION PROCESS

The bid will be evaluated in four phases, as outlined below:

## Phase 1 Administrative Compliance

Administrative criteria will be applied in the initial stage of the evaluation. Bidders who do not meet all the administrative compliance criteria may not be considered for Phase 2 of the evaluation.

## Phase 2 Mandatory criteria

Only Bidders who comply with the mandatory criteria requirements will be eligible for further evaluation. An offer that fails to meet the mandatory criteria requirements shall be disqualified.

## Phase 3 Selection Criteria

The selection criteria assess the Bidder’s capability, reliability, and ability to execute and maintain a bid and/or contract.

## Phase 4 Price and Specific Goals

* 1. Bidders who have successfully passed the initial and first stages of the bidding process will be scored based on price and specific goal allocation in accordance with the applicable legislation.
	2. The successful Bidder will be the one that scores the highest number of points in Phase 4 of the bid evaluation, unless Umalusi exercises its right to cancel the tender or determines that valid business or transformative reasons justify awarding t h e c o n t r a c t to a Bidder that did not achieve the highest score.

## Phase 1 Administrative Compliance

* The following administrative compliance criteria will be applied in the initial stage of the evaluation. **Bidders who do not meet these requirements may not proceed to the next stage of the evaluation.**
* Bidders must complete the table below, indicating compliance with each requirement by marking the appropriate column with an ‘X.’ Where applicable, Bidders are required to corroborate each requirement.

|  |  |  |  |
| --- | --- | --- | --- |
| **Requirements** | **Non- compliant** | **Compliant** | **Comment or reference to the****section in the bid document** |
| 1. Correctly completed tender, signed, and initialled by authorisedsignatories |  |  |  |
| 2. Proof that the person who signed the proposal has the authority to do so mustbe included |  |  |  |
| 3. A *valid* SARS Tax Status Certificate/SARS TaxPin |  |  |  |
| 4. Central Supplier |  |  |  |
| 5. Database – Proof of registration |  |  |  |
| 6. A copy of a valid B-BBEEcertificate in terms of the B-BEE Act, 2003 |  |  |  |
| 7. Companies andIntellectual PropertyCommission: Company Registration |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Requirements** | **Non- compliant** | **Compliant** | **Comment or reference to the****section in the bid document** |
| 8. The above-mentionedrequirements (4–6) also apply to all members of consortia or Joint Ventures submitting jointbids |  |  |  |
| 9. Bidder has submitted all returnable documentation to Umalusi, including Annexures and SBD forms (SBD 1, SBD 3.3, SBD 4, andSBD 6.1) |  |  |  |
| 10. Certificate of Authority for Joint Ventures/JointVenture Agreement |  |  |  |
| 11. Company profile(s)indicating the expertise of key personnel |  |  |  |
| 12. General Conditions of Contract – signed orinitialled on every page |  |  |  |

* 1. **Phase 2 Mandatory criteria**

Please complete the table below by indicating “Yes” or “No” to confirm whether each requirement is met, and provide explanations/comments to support your answers.

## NB: Bids that indicate “no” for any items in the mandatory criteria will be disqualified and will not advance to the next stage of evaluation.

|  |  |  |
| --- | --- | --- |
| **Description of requirements** | **YES/ NO** | **Provide documentation** |
| **GENERAL** |
| 1. Compulsory briefing session (non- attendance is outright disqualification) |  |  |
| 1. Bidders must comply with the following legislation and provide the necessary documents:
	1. A copy of the bank registration certificate in terms of the Banks Act, 1990
	2. A copy of a valid business licence in terms of the Banks Act, 1990
	3. A copy of the Financial Service Board (FSB) Licence in terms of the Financial Advisory Intermediary Services Act, 2002
	4. A copy of the National Credit Regulator Certificate in terms of

the National Credit Act, 2005 |  |  |
| 3. A copy of the membership certificate from the Payment Association SouthAfrica (PASA) |  |  |
| 4. Security and Industry StandardsCompliance Bidders must submit copies of certificates, confirmations, and/or |  |  |

|  |  |  |
| --- | --- | --- |
| **Description of requirements** | **YES/ NO** | **Provide documentation** |
| relevant documentation demonstrating compliance with relevant industry standards. These must include the following:1. ISO 27001 (Information Security Management)
2. ISO 20000 (IT Service Management)
3. ISO 38500 (Corporate Governance of IT)
4. ISO 31000 (Risk Management)
5. Compliance with the Financial Intelligence Centre Act (FICA)
6. Compliance with the Protection for Personal Information ACT (POPI) for data

protection |  |  |
| 1. International Regulations

Bidders must demonstrate adherence to global standards, which include, but are not limited to, the following:* 1. Anti-Money Laundering (AML) regulations
	2. Counter-Terrorist Financing (CTF) regulations
	3. The Foreign Account Tax Compliance Act (FATCA)

Relevant documentation, such as compliance certificates, confirmations, or assurances, must be provided to confirm adherence to these global regulatorystandards. |  |  |

* 1. **Phase 3 Selection Criteria**

The Bidder’s capability, reliability, and ability to execute and maintain a bid and/contract are judged against the selection criteria.

|  |  |
| --- | --- |
| **SELECTION CRITERIA:** | **COMPLY (YES OR NO)** |
| **1. Capability:** |
| Bidders must have a minimum of ten (10) years' experience in providing corporate banking services and must submit at least five (5) reference letters from public sector entities and/orinstitutions. |  |
| **2. Capacity:** |
| The CV of a dedicated account manager must clearly demonstrate at least 10 years of proven experience in corporate banking services. The following must be clearly highlighted in the CV:1. A minimum of ten (10) years of experience in the banking sector.
2. A minimum of five (5) years of experience in corporate banking for public sector entities.
3. A minimum of five (5) years of experience at the management or senior level.
4. Relevant tertiary qualifications in the banking sector.
 |  |
| **3. Project Plan** |
| Bidders must provide a detailed project or transition plan, outlining clear time frames for the implementation ofUmalusi’s banking services. |  |

**NB:** Bidders who fully comply with the above selection criteria will be eligible to proceed to Phase 4, which involves the evaluation of price and specific goals. Bidders who do not fully comply at this stage will not be considered for evaluation in Phase 4.

* 1. **Phase 4 Price and Specific Goals**

In terms of the Regulation of the Preferential Procurement Regulations pertaining to the Preferential Procurement Framework Act, 2000 (Act No. 5 of 2000), bids will be adjudicated by Umalusi on the **80/20** or **90/10** point system, where points are awarded to Bidders based on:

Price points **80**

Specific goals **20**

* **Price Points**

The following formula will be used to calculate the points for price: Ps = 80(1-(Pt-Pmin)/Pmin)

Where:

Ps = Points scored for comparative price of bid or offer under consideration;

Pt = Comparative price of bid or offer under consideration; and Pmin = Comparative price of lowest acceptable bid or offer

* **Specific Goals**

A maximum of 20 points may be awarded to specific goals. These points are awarded to a Bidder for achieving the specific goals in accordance with the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific goals and maximum allocated points in terms of this tender** | **Ownership percentage** | **Number of points allocated****(80/20 system)** | **Number of points claimed (80/20 system)****(To be completed by the tenderer)** |
| **Owned by black people (Max 5 points)** | 50% or more | 5 |  |
| 30% to 49% | 3 |  |
| 20% to 29% | 2 |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | 5% to 19% | 1 |  |
| **Owned by youth (Max 5 points)** | 15% or more | 5 |  |
| 10% to 14% | 3 |  |
| 2% to 9% | 1 |  |
| **Owned by women (Max 5 points)** | 15% or more | 5 |  |
| 10% to 14% | 3 |  |
| 5% to 9% | 1 |  |
| **Owned by people with disabilities** (**Max 5 points)** | 5% or more | 5 |  |
| 3% to 4% | 3 |  |
| 1% to 2% | 1 |  |

***NB:*** *Percentages for specific goals will be rounded off to full percentage points*

# NOTE TO BIDDERS

* As part of the evaluation process, Umalusi will verify the references provided. **Bidders who fail to meet all the specified criteria will not be considered for award.**

# STATUS OF BID

1. Each bid constitutes an irrevocable offer by the bidder to Umalusi to provide the required services and meet the specifications set out in this bid.
2. A bid must not be conditional on:
	1. the Board approval of the bidder or any related governing body of the Bidder being obtained;
	2. the Bidder conducting due diligence or any other form of enquiry or investigation;
	3. the Bidder (or any other party) obtaining any regulatory approval or consent;
	4. the Bidder obtaining the consent or approval of any third party; or
	5. the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
3. Umalusi may, in its absolute discretion, disregard any bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other

relevant conditions).

1. Umalusi reserves the right to accept a bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this bid and the applicable laws and regulations.

# SUCCESSFUL BIDS

1. Selection as a successful Bidder does not give rise to a contract (expressed or implied) between the successful Bidder and Umalusi for the supply of the Services. No legal relationship will exist between Umalusi and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
2. Umalusi may, in its absolute discretion, decide not to enter into pre- contractual negotiations with a successful Bidder.
3. A Bidder is bound by its bid and all other documents forming part of the Bidder’s Response and, if selected as a successful Bidder, must enter into a contract on the basis of the bid with or without further negotiation.

# NO OBLIGATION TO ENTER INTO A CONTRACT

1. Umalusi is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if itis unable to identify a bid that complies in all relevant respects with the requirements of Umalusi, or if owing to changed circumstances there is no longer a need for the services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances Umalusi will be free to proceed via any alternative process.
2. Umalusi may conduct a debriefing session for all Bidders, both successful and unsuccessful. Attendance at such a debriefing session is optional.

# BIDDER WARRANTIES

1. By submitting a Bid, the Bidder warrants that:
	1. it has not relied on any express or implied statement, warranty or representation—whether oral, written, or otherwise—made by or on behalf of Umalusi, its officers, employees, or advisers, other than any statement, warranty, or representation expressly contained in the bid;
	2. it has not used improper assistance from Umalusi’s employees or

unlawfully obtained information in preparing its bid;

* 1. it is fully responsible for all costs and expenses related to the preparation and lodgment of its bid, any subsequent negotiations, and any future processes connected with or related to the bidding process;
	2. it accepts and will comply with the terms set out in this bid; and
	3. it will provide additional information in a timely manner, as requested by Umalusi, to clarify any matters related to the bid.

# UMALUSI’S RIGHTS

1. Notwithstanding anything else in this bid, and without limiting its rights at law or otherwise, Umalusi reserves the right, in its absolute discretion at any time, to:
	1. cease to proceed with or suspend the bidding process prior to the execution of a formal written contract;
	2. alter the structure and/or the timing of this bid or the bidding process;
	3. vary or extend any time or date specified in this bid;
	4. terminate the participation of any Bidder or any other person in the bidding process;
	5. require additional information or clarification from any Bidder or any other person;
	6. provide additional information or clarification;
	7. negotiate with any one or more Bidders;
	8. call for a new bid;
	9. Reject any bid received after the closing time; or
	10. Reject any bid that does not comply with the requirements of this bid.

# GOVERNING LAWS

1. This bid and the bidding process shall be governed by the laws of the Republic of South Africa.
2. Each Bidder must comply with all relevant laws when preparing and lodging its bid and participating in the bidding process.
3. All bids must be completed in English, and all costings must be provided in South African Rand.

# MANDATORY TERMS AND CONDITIONS

* + 1. Bidders' attention is drawn to the following conditions: 33.1.1

This bid is subject to the Umalusi Standard Terms and Conditions of the Procurement Contract as stipulated in this bid document.

33.1.2

The laws of the Republic of South Africa govern this bid, and the Bidders hereby accept that the courts of the Republic of South Africa shall have jurisdiction over any legal disputes.

33.1.3

Umalusi shall not be held liable for any costs incurred by the Bidder in the preparation of a response to this bid.

33.1.4

In the case of a Consortium, Joint Venture, or subcontractors, Bidders are required to provide copies of signed agreements that clearly outline the work split and Rand value.

33.1.5

In the case of a Consortium, Joint Venture, or subcontractors, all Bidders are required to submit mandatory documents, including a BEE certificate for each individual company, as well as a consolidated B-BBEE certificate for the Joint Venture (company).

33.1.6

Umalusi reserves the right to cancel or reject any proposal, not to award the proposal to the lowest Bidder, to award parts of the proposal to different Bidders, or not to award the proposal at all.

33.1.7

By submitting a proposal in response to this bid, the Bidders accept the evaluation criteria as outlined.

33.1.8

Should the parties, at any time before and/or after the award of the proposal and prior to, and/or after the conclusion of the contract, fail to agree on any significant product price or service price adjustments, changes in technical specifications, changes in services, etc., Umalusi shall be entitled, within 14 (fourteen) days of such failure to agree, to revoke the letter of award and cancel the proposal by giving the Bidder not less than 14 (fourteen) days written notice of such cancellation. In this event, all fees on which the parties failed to agree (whether increases or decreases) shall remain fixed at the applicable fee/price prior to the negotiations for the duration of the notice period.

Such cancellation shall mean that Umalusi reserves the right to award the same proposal to the next best Bidder, as it deems fit.

33.1.9

Any amendment or change of any nature made to this bid shall only be valid and effective if it is in writing, signed by an authorised Umalusi signatory, and added to this bid as an addendum.

33.1.10

Bidders who intend to use subcontractors:

The contract shall be awarded to the Bidder as the primary contractor, who shall be responsible for managing the awarded proposal. The Bidder may not subcontract more than 25% of the value of the contract to any enterprise that does not have an equal or higher B-BBEE status level than the primary contractor, unless the subcontract is awarded to an EME with the capability and ability to fulfil the subcontract.

33.1.11

The evaluation of bids shall be carried out by a panel established by Umalusi. Bids shall be evaluated on the basis of conformance to the required specifications outlined in the bid. Points shall be allocated to each Bidder, with a maximum of 80 points for price and 20 points for specific goals, as per the PPF 2022.

33.1.12

Should the Bidder alter any wording or phrase in this document, the bid shall be evaluated as if no changes were made, and the original wording or phrasing shall be applied.

|  |  |
| --- | --- |
| Signature(s) of Bidder or assignee(s) | Date |
| Name of signing person (IN BLOCK LETTERS) |  |
| Capacity |  |  |
| Are you duly authorised to sign this bid? |  |
| Name of Bidder (IN BLOCK LETTERS) |  |  |
| *Domicilium citandi et executandi* in the RSA (Full street address of this place)(IN BLOCK LETTERS)…………………………………………………………………………………………………………………………………………………………………………………………………………Telephone number: ……………………………………………………………….…………Cell phone number: …………………………….………………………………………….E-mail address: ………………………………………………………………..……………. |

**CERTIFICATE OF AUTHORITY FOR ENTITY OR JOINT VENTURES**

This returnable schedule is to be completed by the entity or joint ventures. We, the undersigned, are submitting this tender offer in joint venture and hereby authorise Mr/Ms ……………….…………………………………………, authorised signatory of the company, close corporation or partnership ……………………………………………… acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

|  |  |  |
| --- | --- | --- |
| **NAME OF FIRM** | **ADDRESS** | **DULY AUTHORISED SIGNATORY** |
|  |  | Signature…………………………….. Name………………………………….Designation………………………….. |
|  |  | Signature……………………………..Name…………………………………. Designation………………………….. |
|  |  | Signature…………………………….. Name………………………………….Designation………………………….. |

**Note:**

A copy of the Joint Venture Agreement, clearly showing the percentage contribution of each partner to the Joint Venture, must be appended to this schedule.

**ANNEXURE**

**A**

# ANNEXURE A: STATEMENT OF WORK

* 1. **INTRODUCTION**

Umalusi is a Schedule 3A Public Entity that sets and monitors standards for general and further education and training in South Africa in accordance with the National Qualifications Framework Act No. 67 of 2008 and the General and Further Education and Training Quality Assurance Act No. 58 of 2001. The Council is tasked with the development and management of a sub- framework of qualifications for general and further education and training and for the attendant quality assurance. More information can be obtained from [www.umalusi.org.za](http://www.umalusi.org.za/).

# SCOPE OF WORK

The following information is provided to assist Bidders in assessing their ability to manage and undertake the services required by Umalusi. The information serves as a guide and should only be relied upon in the context of completing the bid proposals.

## Current Accounts

The successful bidder will be expected to open and maintain current accounts in the following manner:

## Deposits

Receive transfers and payments totalling an average of R18.3 million on a monthly basis.

## Payments

* + 1. Effect Electronic Fund Transfers (EFT) – an average of R18 million per month (includes personnel expenditure).
		2. Provide banking service access to a minimum of 15 Umalusi officials.
		3. Provide a point-of-sale (POS) device.

## Business credit cards

Provide MasterCard or Visa credit cards as well as garage cards in the name of Umalusi. The credit card must be capable of being used for international transactions.

## Business Debit Card

Provide a business debit card, which can be used to withdraw petty cash from an Automated Teller Machine (ATM) or branch teller. This business debit card will allow Umalusi to appoint nominees who will be enabled to withdraw funds at an ATM or at any bank branch.

## Foreign Exchange Services

* + 1. Provide a smooth and timely process for the application and collection of foreign exchange, which should include a pre-approved draw-down facility with the following benefits:
			1. Umalusi should be able to apply and collect foreign exchange at the nearest branch;
			2. Daily foreign exchange information should be made available online and/or electronically to designatedUmalusi staff.

## Cash Management

Provide a Cash Management System for the daily debit balances and credit balances.

## Implementation

1. Electronic banking
2. Provide a dedicated team and Project/Account Manager
3. All-inclusive seamless installation of all solutions
4. Transactional banking solutions
5. Electronic banking solutions

## Provide a dedicated Specialist and/or Account Manager to attend to the following:

1. Ensure correct set-up and optimisation of the cash management system structure.
2. Identify all additional system interface requirements for electronic statements and electronic fund transfers.

C) Identify cash management, payments management, and Internet banking additional access requirements across Umalusi, including the institutional and remote requirements and the installation thereof.

1. Identify, in consultation with Umalusi, all access levels, authorities, profiles, and limits for staff requiring access to the electronic banking systems.
2. Formalise service level agreements incorporating back-up procedures and processes, particularly with regard to electronic funds transfers.

## Training

1. Identify training requirements and time frames for implementing solutions.
2. Provide user and technical training to Umalusi staff.
3. Provide all user manuals.

## Enquiries

1. Balance enquiries
2. Statements (must be downloadable)
3. Archive bank statements
4. Archive credit card enquiries
5. Audit trail

## Payments

1. Loading of single payments
2. Loading of batch payments
3. Managing transmitted batches
4. Payment confirmation
5. Intermediate interbank payment status report
6. Beneficiaries (create beneficiaries, manage beneficiaries, create and view account group)
7. Account verification services
8. Bank branch search
9. Creation of new beneficiaries
10. Audit trail

## Self Service

1. Archive statements
2. Account confirmation letter
3. Link and delink own account
4. Renewal of digital certificate

## Approvals

1. Approval of payments
2. Approval of beneficiaries

## Administrative Function

1. User edition
2. User activity login
3. View users
4. Reset password
5. Audit trail

## Notifications

The system should provide:

1. Auto notification for rejected payments
2. Important information on fraud prevention
3. System availability time
4. Cut-off times for immediate interbank
5. New enhancements if there are other changes to the system
6. Payment confirmation

## Availability of historical data

a) Availability of archival services greater than 180 days

## Project Deliverables

The following deliverables are expected from the successful Bidder:

* Transactional banking services
* Electronic banking services
* Cash management services
* Foreign exchange services
* Implementation and training
* Credit and garage cards for Umalusi
* Business debit cards
* Any other value-adding service
* The banking system should be able to interface with Umalusi’s

accounting system for processing payments.

## Pricing Schedule

Refer to annexure C

**REFERENCE DATA**

|  |  |  |
| --- | --- | --- |
| **No.** | **Description** | **Indicative Per Annum** |
| **Receipts** |
| 1 | Number of deposits | +/- 2,500 |
| 2 | Value of deposit | +/- R220 000 000.00 |
| **Payments** |
| 3 | Number of EFT payment batches | +/- 2000 |
| 4 | Number of EFT transactions | +/- 8,000 |
| 5 | Value of EFT payments | +/- R220 000 000.00 |
| **Payroll Details** |
| 6 | Number of employees | +/- 151 |
| 7 | Independent contractors (contract workers) | +/- 1 200 |
| 8 | Number of EFT batch runs | +/- 60 |
| 9 | Number of EFT transactions | +/- 5,000 |
| 10 | Value of payments | 150,000,000.00 |
| **11** | **Credit card facility limit** | **R50,000.00** |
| **12** | **Travel credit card facility limit** | **R2,000,000.00** |
| **13** | **Garage card facility limit** | **R30 000.00** |
| **14** | **Number of foreign payments** | **1,000,000.00** |
| **15** | **Number of foreign receipts** | **+/- 50** |

|  |  |  |
| --- | --- | --- |
| **No.** | **Description** | **Indicative Per Annum** |
| **16** | **TOTAL NUMBER OF USERS ACCESSING THE BANKING SYSTEM** | **+/- 15** |
|  | - System administrator/s | 2 |
| - Authoriser/Approver (signatories) | 3 |
| - Captures | 12 |

**ANNEXURE**

**B**

**ANNEXURE B: Invitation to Bid SBD 1**

**PART A INVITATION TO BID**

|  |
| --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (***NAME OF DEPARTMENT/ PUBLIC ENTITY***)** |
| BID NUMBER: | **UMALUSI (24-25) T0002** | CLOSING DATE: |  **09 May 2025** | CLOSING TIME: | **12h00** |
| DESCRIPTION | PROVISION OF BANKING SERVICES FOR A PERIOD OF FIFTEEN YEARS |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** |
| **UMALUSI****41 GENERAL VAN RYNEVELD STREET PERSEQUOR TECHNOPARK****PRETORIA** |
| **BIDDING PROCEDURE ENQUIRIES MAY BEDIREC** | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** |
| CONTACTPERSON | **Supply Chain Management** | CONTACT PERSON | **SCM** |
| TELEPHONENUMBER | **012 349 1510** | TELEPHONE NUMBER | **012 349 1510** |
| E-MAIL ADDRESS | **tenders@umalusi.org.za** | E-MAIL ADDRESS | **tenders@umalusi.org.z****a** |
| **SUPPLIER INFORMATION** |
| NAME OF BIDDER |  |
| POSTAL ADDRESS |  |
| STREET ADDRESS |  |
| TELEPHONE NUMBER | CODE |  | NUMBER |  |
| CELL PHONENUMBER |  |
| FACSIMIL ENUMBER | CODE |  | NUMBER |  |
| E-MAIL ADDRESS |  |
| VAT REGISTRATION NUMBER |  |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: |  | **OR** | CENTRAL SUPPLIER DATABASENo: | **MAAA** |

|  |  |  |  |
| --- | --- | --- | --- |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE FROM AN AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS ) | [ TICK APPLICABLE BOX]Yes No | B-BBEE STATUS LEVELSWORN AFFIDAVIT | [TICK APPLICABLE BOX]Yes No |
| ***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]*** |
| **1** ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? | Yes No[IF YES, ENCLOSE PROOF] | **2** ARE YOU A FOREIGN- BASED SUPPLIER FOR **THE GOODS/ SERVICES/ WORKS OFFERED?** | Yes No[IF YES, ANSWER PART B:3 ] |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  DOES THE ENTITY HAVE A BRANCH IN THE RSA?DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? **IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAXCOMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE****SERVICE (SARS), AND IF NOT REGISTER AS PER 2.3 BELOW.** |

**PART B: TERMS AND CONDITIONS FOR BIDDING**

|  |
| --- |
| **1. BID SUBMISSION:** |
| * 1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
	2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
	3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT,

2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.* 1. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
 |
| **2. TAX COMPLIANCE REQUIREMENTS** |
| * 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
	2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
	3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA.](http://www.sars.gov.za/)
	4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
	5. IN BIDS WHERE CONSORTIA/JOINT VENTURES/SUBCONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE/PIN/CSD NUMBER.
	6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
	7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.
 |

**NB: FAILURE TO PROVIDE OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**.

SIGNATURE OF BIDDER:…………………………………………… CAPACITY UNDER WHICH THIS BID IS SIGNED:

……………………………………………

(Proof of authority must be submitted, e.g. company resolution) DATE:…………………………………………...

**ANNEXURE**

**C**

**ANNEXURE C: Pricing Schedule**

# SBD 3

Name of Bidder…………………………… Bid Number………………………………

Closing Time 12:00 ……………………….. Closing Date……………………………..

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

* Prices must be quoted in South African currency and must be inclusive of Value Added Tax (VAT).
* Bidders must provide prices as per the pricing schedules below.
* Bidders are further requested to indicate their price for all elements listed on the pricing schedule below.

## Schedule A – Current Account (Primary/Admin Account)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Description of services required** | **Yes** | **No** | **Unit cost/ rate****(VAT incl.) (A)****Rands** | **Units (B)** | **Total cost per month (A x B)****Rands** |
| **1** | **Cash Management** |
| Cash deposit fee –Branch |  |  |  |  |  |
| Cash deposit fee –ATM |  |  |  |  |  |
| EFT deposits |  |  |  |  |  |
| Other online or electronic deposits |  |  |  |  |  |
| Handling of deposit errors |  |  |  |  |  |
| Provision of deposit slip copies |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Description of services required** | **Yes** | **No** | **Unit cost/ rate****(VAT incl.) (A)****Rands** | **Units (B)** | **Total cost per month (A x B)****Rands** |
| **2** | **Support Services** |
| Account balance confirmation letters/ certificatesfor audit purposes |  |  |  |  |  |
| Bank confirmation letters/certificates |  |  |  |  |  |
| Returned/disputed debit order |  |  |  |  |  |
| Dedicated support team/help desk |  |  |  |  |  |
| Debit/credit card facility (e.g. linkingof the cards) |  |  |  |  |  |
| **3** | **Reporting, Audit Trails, and Queries** |
| Daily and/or monthly cash managementreports and statements |  |  |  |  |  |
| Electronic copies of historical informationrequests |  |  |  |  |  |
| **4** | Downloading of electronicpayments/ receipts |  |  |  |  |  |
| Deposit error corrections reported within48 hours |  |  |  |  |  |
| Deposit error corrections reported after48 hours |  |  |  |  |  |
| **Electronic Banking Services** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Description of services required** | **Yes** | **No** | **Unit cost/ rate****(VAT incl.) (A)****Rands** | **Units (B)** | **Total cost per month (A x B)****Rands** |
|  | Online balance enquiry |  |  |  |  |  |
| Online cash management facility |  |  |  |  |  |
| Online statement enquiry (< 6months) |  |  |  |  |  |
| Online statement enquiry (> 6months) |  |  |  |  |  |
| Online reversal of payments (< 6months |  |  |  |  |  |
| Online reversal of payments (> 6months) |  |  |  |  |  |
| Online and/orreal-time browsing facility |  |  |  |  |  |
| Facility to download statements in Word/Excelformats |  |  |  |  |  |
| Audit trail of electronictransfers/ deposits |  |  |  |  |  |
| Online facility tocapture bank transfers |  |  |  |  |  |
| Electronic direct debit facility |  |  |  |  |  |
| Online debit reversals |  |  |  |  |  |
| Depositidentification facility |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Description of services required** | **Yes** | **No** | **Unit cost/ rate****(VAT incl.) (A)****Rands** | **Units (B)** | **Total cost per month (A x B)****Rands** |
|  | Tracing of unknown deposits |  |  |  |  |  |
| EFT facility to effect salarypayments |  |  |  |  |  |
| Recall of transfers/ payments (< 24hours) |  |  |  |  |  |
| Recall of transfers/payments (> 24 hours) |  |  |  |  |  |
| Return of unpaid transactions |  |  |  |  |  |
| Electronic payment reports |  |  |  |  |  |
| Proof of payment for suppliers |  |  |  |  |  |
| Transaction tracing |  |  |  |  |  |
| Audit trail of unpaid transactions,including salaries |  |  |  |  |  |
| EFT service to facilitate the creation of bulk payments (file importing andrelease) |  |  |  |  |  |
| Create single payments online |  |  |  |  |  |
| Schedule EFT payments for afuture date |  |  |  |  |  |
| Interim audit report before theaction date |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Description of services required** | **Yes** | **No** | **Unit cost/ rate****(VAT incl.) (A)****Rands** | **Units (B)** | **Total cost per month (A x B)****Rands** |
|  | Final audit reportafter payment is released |  |  |  |  |  |
| Verification and validation of suppliers/creditors’ account numbers |  |  |  |  |  |
| Allow for multiple operators and password resets |  |  |  |  |  |
| EFT payments:* Immediate payment service
* Normal payment service
 |  |  |  |  |  |
| Compatibility of software |  |  |  |  |  |
| Secureenvironment with encryption |  |  |  |  |  |
| Email notification |  |  |  |  |  |
| **5** | **Electronic Foreign Payments/Deposits** |
| Facility to process foreign paymentselectronically |  |  |  |  |  |
|  | Accessibility of the facility on the single platform |  |  |  |  |  |
| Manual payment via emailedinstruction |  |  |  |  |  |
| Foreign payment charges |  |  |  |  |  |
| Notification of foreign deposits |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Description of services required** | **Yes** | **No** | **Unit cost/ rate****(VAT incl.) (A)****Rands** | **Units (B)** | **Total cost per month (A x B)****Rands** |
|  | Foreign deposit charges |  |  |  |  |  |
| **6** | **General** |
| **6.1** | **Speed Points** |
|  | Mobile speedpoint terminal rental |  |  |  |  |  |
| Admin fee (per site) |  |  |  |  |  |
| Card merchant service fees (withinlimit) |  |  |  |  |  |
| Card merchantservice fees (above limit) |  |  |  |  |  |
| Credit card usage |  |  |  |  |  |
| Debit card usage |  |  |  |  |  |
| International card usage |  |  |  |  |  |
| **6.2** | **Bank Charges** |
| Account fees |  |  |  |  |  |
| Service fees |  |  |  |  |  |
| Admin fees |  |  |  |  |  |
| **6.3** | **Interest Rates (%)** |
| Positive balance |  |  |  |  |  |
| Negative balance |  |  |  |  |  |
| Overdue payments |  |  |  |  |  |

**Schedule B – Other cards (Credit Card, Travel Credit Card, and Garage Card)**

*Bidders are requested to use the Schedule B table separately for each card (e.g. Credit Card, Travel Credit Card, and Garage Card). Example: Schedule B1 - Credit Card, Schedule B2 - Travel Credit Card, and Schedule B3 - Garage Card*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Description of services required** | **Yes** | **No** | **Unit cost (VAT****incl.) (A)****Rands** | **Units (B)** | **Total per month****(A x B)****Rands** |
| **1** | **Support Services** |
| Account balance confirmation letters/ certificates for auditpurposes |  |  |  |  |  |
| Bank confirmation letters/certificates |  |  |  |  |  |
| Returned/disputed debit order |  |  |  |  |  |
| Dedicated support team/help desk |  |  |  |  |  |
| Business card facility (e.g. linking of the card) |  |  |  |  |  |
| **2** | **Reporting, Audit Trails, and Queries** |
| Daily and monthlyreports and/or statements |  |  |  |  |  |
| Electronic copies ofhistorical information requests |  |  |  |  |  |
| Downloading ofelectronic payments/receipts |  |  |  |  |  |
| Deposit error corrections reported within48 hours |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Description of services required** | **Yes** | **No** | **Unit cost (VAT****incl.) (A)****Rands** | **Units (B)** | **Total per month****(A x B)****Rands** |
|  | Deposit error corrections reported after48 hours |  |  |  |  |  |
| **3** | **Electronic Banking Services** |
| Online balance enquiry |  |  |  |  |  |
| Online statement enquiry (< 6 months) |  |  |  |  |  |
| Online statement enquiry (> 6 months) |  |  |  |  |  |
| Online reversal of payments(< 24hours |  |  |  |  |  |
| Online reversal of payments (> 24hours) |  |  |  |  |  |
| Online and/or real- time browsingfacility |  |  |  |  |  |
| Facility to download statements inWord/Excel formats |  |  |  |  |  |
| Audit trail ofelectronic payments/deposits |  |  |  |  |  |
| Deposit identification facility |  |  |  |  |  |
| Tracing of unknown deposits |  |  |  |  |  |
| Electronic payment reports |  |  |  |  |  |
| Transaction tracing |  |  |  |  |  |
| Audit trail of unpaid transactions |  |  |  |  |  |
| Email notification |  |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Description of services required** | **Yes** | **No** | **Unit cost (VAT****incl.) (A)****Rands** | **Units (B)** | **Total per month****(A x B)****Rands** |
| **4** | **Bank Charges** |
| Account fees |  |  |  |  |  |
| Service fees |  |  |  |  |  |
| Admin fees |  |  |  |  |  |
| **5** | **Interest Rates (%)** |  |  |  |  |  |
| Positive balance |  |  |  |  |  |
| Negative balance |  |  |  |  |  |
| Overdue payments |  |  |  |  |  |

# ANNEXURE D

**47 |** P a g e

**SBD 4**

**BIDDER’S DISCLOSURE**

1. **PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the Bidder to make this declaration in respect of the details required hereunder.

Where a person/s is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

## Bidder’s declaration

* 1. Is the Bidder, or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest[1](#_bookmark0) in the enterprise, employed by the state?

# YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietors/directors/trustees/shareholders/ members/partners or any person having a controlling interest in the enterprise in the table below.

|  |  |  |
| --- | --- | --- |
| **Full Name** | **Identity Number** | **Name of State institution** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

* 1. Do you, or any person connected with the Bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
		1. If so, furnish particulars:

……………………………………………………………………………………

……………………………………………………………………………………

* 1. Does the Bidder or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**
		1. If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

# DECLARATION

I, the undersigned, (name)… in

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

* 1. I have read and I understand the contents of this disclosure;
	2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
	3. 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[2](#_bookmark1) will not be construed as collusive bidding.
	4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
	5. 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.
	6. There have been no consultations, communications, agreements, or arrangements made by the Bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process

2 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.

except to provide clarification on the bid submitted where so required by the institution; and the Bidder was not involved in the drafting of the specifications or terms of reference for this bid.

* 1. 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… .…………………………………………

Signature Date

……………………………… …………………………………………

Position Name of Bidder

* + 1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

**ANNEXURE**

**E**

# SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL**

## Preferential Procurement Regulations, 2022

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

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

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

## To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

1. The applicable preference point system for this tender is the 80/20 preference point system.
2. The 80/20 preference point system will be applicable in this tender.
	1. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
3. Price; and
4. Specific goals.

## To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **Total points for Price and SPECIFIC GOALS** | **100** |

* 1. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
	2. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

# DEFINITIONS

1. **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
2. **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
3. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
4. **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
5. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
6. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**
	1. **POINTS AWARDED FOR PRICE**
		1. **THE 80/20 POINT SYSTEMS**

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

## 80/20

𝑷𝒔 = 𝟖𝟎 (𝟏 − 𝑷𝒕−𝑷 𝒎𝒊𝒏 )

𝑷 𝒎𝒊𝒏

Where

Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

# FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME- GENERATING PROCUREMENT

* + 1. **POINTS AWARDED FOR PRICE**

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

## 80/20

𝑷𝒔 = 𝟖𝟎 (𝟏 + 𝑷𝒕−𝑷 𝒎𝒂𝒙 )

𝑷 𝒎𝒂𝒙

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

# POINTS AWARDED FOR SPECIFIC GOALS

* 1. In terms of Regulation 4(2), 5(2), 6(2), and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender, the tenderer will be allocated points based on the goals stated in Table 1 below, as may be supported by proof/documentation stated in the conditions of this tender:
	2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
1. 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
2. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Specific goals and maximum allocated points in terms of this tender** | **Ownership percentage** | **Number of points allocated****(80/20 system)** | **Number of points claimed (80/20 system)****(To be completed by the tenderer)** |
| **Owned by black people (Max 5 points)** | 50% or more | 5 |  |
| 30% to 49% | 3 |  |
| 20% to 29% | 2 |  |
| 5% to 19% | 1 |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Owned by youth (Max 5 points)** | 15% or more | 5 |  |
| 10% to 14% | 3 |  |
| 2% to 9% | 1 |  |
| **Owned by women (Max 5 points)** | 15% or more | 5 |  |
| 10% to 14% | 3 |  |
| 5% to 9% | 1 |  |
| **Owned by people with disabilities (Max 5 points)** | 5% or more | 5 |  |
| 3% to 4% | 3 |  |
| 1% to 2% | 1 |  |

# DECLARATION WITH REGARD TO COMPANY/FIRM

* 1. Name of company/firm…………………………………………………………………
	2. Company registration number…………………………………………………………
	3. TYPE OF COMPANY/FIRM

 Partnership/Joint Venture/Consortium

 One-person business/sole propriety

 Close corporation

 Public Company

 Personal Liability Company

 (Pty) Limited

 Non-Profit Company

 State-Owned Company [TICK APPLICABLE BOX]

* 1. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:
1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed, as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
4. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
	1. disqualify the person from the tendering process;
	2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
	3. 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;
	4. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
	5. forward the matter for criminal prosecution, if deemed necessary.

Name of Bidder

……………………………………….

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: ……………………………………………………….

**DATE:** ………………………………………………………

**ADDRESS**: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

**ANNEXURE**

**F**

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT JULY 2010**

**NOTES**

The purpose of this document is to:

1. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
2. To ensure that clients are familiar with the rights and obligations of all parties involved in doing business with the government.

In this document, words in the singular shall include the plural and vice versa, and words in the masculine shall include the feminine and neuter.

* + The General Conditions of Contract will form part of all bid documents and may not be amended.
	+ Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

# TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests, and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
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20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
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29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

|  |  |
| --- | --- |
| **1. Definitions** | 1. The following terms shall be interpreted as indicated: |

* + - 1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
			2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
			4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
			5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
			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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
			7. “Day” means calendar day.
			8. “Delivery” means delivery in compliance with the conditions of the contract or order.
			9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.
			10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier

bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

* + - 1. “Dumping” occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, which has the potential to harm local industries in the RSA.
			2. “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
			3. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.
			4. “GCC” means the General Conditions of Contract.
			5. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
			6. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
			7. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
			8. “Manufacture” means the production of products in a factory using labour, materials, components, and machinery, and includes other related value-adding activities.
			9. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
			10. “Project site,” where applicable, means the place

indicated in bidding documents.

* + - 1. “Purchaser” means the organisation purchasing the goods.
			2. “Republic” means the Republic of South Africa.
			3. “SCC” means the Special Conditions of Contract.
			4. “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.
			5. “Written” or “in writing” means handwritten in ink or

any form of electronic or mechanical writing.

|  |  |
| --- | --- |
| **2. Application** | * 1. These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
	2. Where applicable, special conditions of the contract
 |
| **3. General** | are also laid down to cover specific supplies, services, or work.2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.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 fordocuments may be charged. |

|  |  |
| --- | --- |
|  | 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za/). |
| **4. Standards** | 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| **5. Use of contract documents and information; inspection.** | * 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.
	2. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in the GCC clause except for purposes of performing the contract.
	3. The supplier shall not, without the purchaser’s prior

written consent, make use of any document or information mentioned in the GCC clause except |
| **6. Patent rights** | for purposes of performing the contract.* 1. Any document other than the contract itself mentioned in the GCC clause 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.
	2. 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.
	3. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the

use of the goods or any part thereof by the purchaser. |

|  |  |
| --- | --- |
| **7. Performance security** | * 1. Within thirty (30) days of receipt of the notification of contract award, the successful Bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	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.
	3. 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.
	4. 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:
 |
| **8. Inspections,tests, and analyses** | 1. 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
2. a cashier’s or certified cheque.

7.5 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.* 1. All pre-bidding testing will be for the account of the Bidder.
	2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the Bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
	3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the

purchaser shall itself make the necessary |

arrangements, including payment arrangements with the testing authority concerned.

* 1. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
	2. Where the supplies or services referred to in clauses

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

* 1. Supplies and services that are referred to in clauses and that do not comply with the contract requirements may be rejected.
	2. Any contract supplies may, on or after delivery, be inspected, tested, or analysed and may be rejected if they are found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers' cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
	3. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof or to act in terms of Clause 23 of GCC.

|  |  |
| --- | --- |
| **9. Packing** | * 1. The supplier shall provide the packing of the goods as 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.
	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, specified in SCC, and in any subsequent instructions ordered by the purchaser.
 |
| **10. Delivery and documents** | * 1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
	2. Documents to be submitted by the supplier are specified in SCC.
 |
| **11. Insurance** | 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC. |
| **12. Transportation** | 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. |
| **13. Incidental services** | 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:1. Perform(a) once or supervision of on-site assembly and/or commissioning of the supplied goods;
2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
3. furnishing a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
4. performance or supervision or maintenance and/or repair of the supplied goods for a period of time
 |

|  |  |
| --- | --- |
|  | agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services. |
| **14. Spare parts** | 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:1. 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
2. in the event of termination of production of the spare parts:
	1. advance notification to the purchaser of the pending termination in sufficient time to permit the purchaser to procure needed requirements; and
	2. following such termination, furnishing at no cost to the
 |
| **15. Warranty** | purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.* 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.
	2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract or for
 |

|  |  |
| --- | --- |
|  | eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.* 1. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
	2. Upon receipt of such notice, the supplier shall repair or replace the defective goods or parts thereof without costs to the purchaser within the period specified in SCC and with all reasonable speed.
	3. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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** | * 1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
	3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	4. Payment will be made in Rand unless otherwise stipulated in SCC.
 |
| **17. Prices** | 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser’s request for bid validity extension, as the case may be. |
| **18. Contract** **amendments** | 18.1 No variation in or modification of the terms of thecontract shall be made except by a written amendment signed by the parties concerned. |

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| **19. Assignment** | 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent. |
| **20. Subcontracts** | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under 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** | * 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.
	2. If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding the 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 the contract.
	3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.
	5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of

penalties. |

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|  | 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier. |
| **22. Penalties** | 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23. |
| **23. Termination for default** | 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
2. if the supplier fails to perform any other obligation(s) under the contract; or
3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

* 1. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
	2. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
	3. Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, 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 Accounting Officer/Authority actively associated.
	4. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
1. the name and address of the supplier and/or person restricted by the purchaser;
2. the date of commencement of the restriction;
3. the period of restriction; and
4. the reasons for the restriction.

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

* 1. 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

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|  | than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act, the Register must be open to the public. The Register can be perused on the National Treasury website. |
| **24 Anti-dumping and countervailing duties and rights** | 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti- dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him. |
| **25. Force Majeure** | * 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.
	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.
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| **26. Termination for insolvency** | 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to |

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|  | 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** | * 1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	5. Notwithstanding any reference to mediation and/or court proceedings herein,
1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
2. the purchaser shall pay the supplier any monies due the supplier.

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, |
| **28. Limitation of liability** |

whether in contract, tort, or otherwise, for any indirect or consequential lossor damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or

## Governing language

otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

* 1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
1. **Applicable law** 30.1 The contract shall be interpreted in accordance

with South African laws, unless otherwise specified in SCC.

1. **Notices** 31.1 Every written acceptance of a bid shall be posted to

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

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

1. **Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all

taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser’s country.

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

32.3 No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the Bidder. This certificate must be an original issued by the South African Revenue Services.

## NationalIndustrial Participation (NIP) Programme

* 1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## Prohibition of restrictive practices

* 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 (or bid rigging).

* 1. 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 the Competition Act No. 89 of 1998.
	2. If a Bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition, and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the Bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the Bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

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Signature Date

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Position Name of Bidder

# ANNEXURE

**G**

## Company Profile of the Bidder

This document(s) must be prepared and submitted by the Bidders as **Annexure G** with their bid.