

P.O. Box 3613, Pietermaritzburg, 3200
Treasury House, 145 Chief Albert Luthuli Street, Pietermaritzburg
Tel: 033 897 4440

INVITATION TO TENDER – BID 1260/2025-F: APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER THE BANKING SERVICES FOR THE PROVINCIAL GOVERNMENT OF KWAZULU-NATAL FOR A PERIOD OF THIRTY-SIX MONTHS

Company Name	
---------------------	--

The Department invites prospective bidders to submit offers for the appointment of a suitable service provider to render the Banking Services for the Provincial Government of KwaZulu-Natal for a period of thirty-six months. This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations, 2022.

The evaluation criteria are divided into three Phases:

PHASE 1

Phase 1.1: Supply Chain Administrative Compliance

Phase 1.2: Mandatory Technical Requirements

Phase 1.3: Functionality Criteria

Offers must comply with the Supply Chain Administrative Compliance, Mandatory Technical Requirements and Functionality Criteria in order to proceed to Phase 2 for Presentations. Failure to comply with the Supply Chain Administrative Compliance, Mandatory Technical Requirements and Functionality Criteria shall result in the offer considered non-responsive and shall be rejected.

PHASE 2

Phase 2: Presentations

Only offers that met the peremptory requirements for phase 1 shall be invited for presentation

PHASE 3

Phase 3: Preference Points System

80/20 or 90/10 preference points system shall be applicable.

EVALUATION CRITERIA GUIDE

1. PHASE 1.1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

- The bid submitted must be complete in all respects.
- The following forms must be duly completed and stamped (where applicable) and be submitted with the bid at the time of closing of the bid:

COMPULSORY BID FORMS	
PART A	INVITATION TO BID (SBD 1)
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
SECTION D	COMPULSORY BRIEFING SESSION
SECTION E	PRICING SCHEDULE
SECTION F	BIDDER'S DISCLOSURE (SBD 4)
SECTION I	AUTHORITY TO SIGN THE BID OR SUBMIT ENTERPRISE'S RESOLUTION LETTER

2. PHASE 1.2: MANDATORY TECHNICAL REQUIREMENTS

A bidder must comply with all the mandatory technical requirements outlined in the bid document.

3. PHASE 1.3: FUNCTIONALITY CRITERIA

A minimum passing score is 82.6 (70%) points, therefore a bidder that scores less than 82.6 (70%) points on the functionality criteria including presentation would be regarded as non-responsive and shall be disqualified.

4. PHASE 2: PRESENTATIONS

A bidder must comply with Supply Chain Administrative Compliance, Mandatory Requirements and Functionality Criteria in order to proceed to Presentations (Stage 1 and Stage 2). A minimum passing score is 34 (70%) points, therefore a bidder that scores less than 34 (70%) points on the presentations would be regarded as non-responsive and shall be disqualified.

5. PHASE 3: 90/10 OR 80/20 PREFERENCE POINT SYSTEM

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

Preference point system	
Price	80 or 90
Specific Goals	20 or 10
<ul style="list-style-type: none"> Historical Disadvantage Person (HDP) – Black Owned Enterprise (ownership equity percentage would be calculated based on the formula on page 27) 	20 or 10
Total	100

It is compulsory for bidders to substantiate that they meet the above specific goals and requirements by submitting the following evidence:

- Copy of Enterprise Registration Certificate from the Companies and Intellectual Property Commission (CIPC).
- B-BBEE Certificate or Sworn Affidavit, **failure to submit the valid B-BBEE certificate or sworn affidavit as listed shall be interpreted to mean that the points for specific goals are not claimed:**



- a) The B-BBEE certificate or sworn affidavit must indicate the black ownership percentage which would be calculated based on the formula stipulated on page 27.
- b) The B-BBEE certificate or sworn affidavit must be valid for a period of 12 months from the date signed by commissioner.
- c) The B-BBEE certificate must be issued by a SANAS accredited verification agency; or
- d) A sworn affidavit must be on an accredited template issued by the DTI/CIPC for both EME or QSE,
- e) A duly completed sworn affidavit signed by the deponent and commissioned by the authorized commissioner of oaths. The sworn affidavit must indicate the date, month and year on which the annual total revenue is based on and the level of black ownership that is claimed,
- f) Bidders must ensure that the correct sworn affidavit for the Financial Sector are submitted.
- g) A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level certificate.

It is mandatory for tenderers to complete SBD 6.1 to claim points for specific goals, failure to complete SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

6. CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES

6.1 SCM enquiries may be directed to:

- Ms T. Makhathini Tel No. (033) 897 4440 / e-mail: thandeka.makhathini@kzntreasury.gov.za or [Ms N. Maphumulo Tel No. \(033\) 897 4298 / email: nosipho.maphumulo@kzntreasury.gov.za](mailto:Ms N. Maphumulo Tel No. (033) 897 4298 / email: nosipho.maphumulo@kzntreasury.gov.za)

6.2 Technical enquiries may be directed to:

- Mr. F.J Pretorius Tel No (033) 897 4566 / email: Frederick.pretorius@kzntreasury.gov.za & Ms. M. Mlambo Tel No (033) 897 4330 / email: meriam.mlambo@kzntreasury.gov.za

7. COMPULSORY BRIEFING SESSION

The briefing will be held as follows:

Date: 26 May 2025

Time: 10:00 am

Venue: KZN Treasury House, Boardroom 1, 145 Chief Albert Street, Pietermaritzburg, 3201

8. CLOSING OF BID

The closing date and time for receipt of Tenders is **9 June 2025 at 11:00 am.**

Telegraphic, telephonic, telex, facsimile, e-mail, and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

The Bid Box, located on the ground floor at the Treasury House
Attention: Financial Management Supply Chain Management Unit
KZN Provincial Treasury
145 Chief Albert Luthuli Road
Pietermaritzburg
3200

TABLE OF CONTENTS

CONTENTS		PAGE
COVER PAGE		1 - 3
DEFINITIONS		5
PART A	INVITATION TO BID (SBD 1) <i>(Completed)</i>	6
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1) <i>(Completed and signed)</i>	7
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF THE BID	8
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	9
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS UP TO DATE AND COMPLETE <i>(Completed and signed)</i>	10
SECTION D	COMPULSORY BRIEFING SESSION <i>(Completed and signed on site)</i>	11
SECTION E	PRICING SCHEDULE <i>(Completed)</i>	12 - 20
SECTION F	BIDDER'S DISCLOSURE (SBD 4) <i>(Completed and signed)</i>	21 - 22
SECTION G	THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5) <i>(Not applicable)</i>	23 – 24
SECTION H	PREFERENCE POINTS CLAIM FORM (SBD 6.1) <i>(Completed and signed)</i>	25 – 28
	CALCULATION OF EQUITY FOR SPECIFIC GOALS	29
SECTION I	AUTHORITY TO SIGN THE BID <i>(Completed and signed)</i>	30
SECTION J	GENERAL CONDITIONS OF THE CONTRACT	31 – 40
SECTION K	SPECIAL CONDITIONS OF CONTRACT	41 – 47
SECTION L	TERMS OF REFERENCE /SPECIFICATION	48 – 62
SWORN AFFIDAVIT – FINANCE B-BBEE EXEMPT MICRO ENTERPRISE & SWORN AFFIDAVIT – FINANCE B-BBEE QUALIFYING SMALL ENTERPRISE		63 - 66

DEFINITIONS

1. **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document under BID 1260/2025-F.
2. **“BAS”** means Basic Accounting System.
3. **“Bid”** means a written **offer** in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services BID 1260/2025-F.
4. **“B-BBEE”** means Broad Based Black Economic Empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, **2003** (Act No. 53 of 2003).
6. **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
7. **“Contract”** means the agreement that results from the acceptance of the bid by the Department.
8. **“Department”** means the KwaZulu-Natal Provincial Treasury (KZNPT).
9. **“Equity Ownership”** means the percentage of ownership and control, exercised by individuals within an enterprise.
10. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
11. **“Financial Viability Assessment”** means an assessment of whether the Bidder has the necessary financial viability to perform the Services and otherwise meet its obligations under the Contract.
12. **“KZNPT”** means **KwaZulu-Natal Provincial Treasury**.
13. **“KZN”** means **KwaZulu-Natal**.
14. **“prices”** includes all applicable taxes less all unconditional discounts.
15. **“Personal and Salary System (PERSAL) “Persal number”** means a unique system generated 8-digit number assigned to each employee who is appointed on the Persal System.
16. **“Service Level Agreement (SLA)”** is a contract between the service provider and Department.
17. **“Specific goals”** means the inclusion of the following:
 - (i) contracting with persons or categories of persons historically disadvantaged by unfair discrimination on the basis of race, gender, or disability.
 - (ii) implementing the programme of the Reconstruction and Development Programme as published in the Government Gazette No. 16085 dated 23 November 1994.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	1260/2025	CLOSING DATE:	9 June 2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER THE BANKING SERVICES FOR THE PROVINCIAL GOVERNMENT OF KWAZULU-NATAL FOR A PERIOD OF THIRTY-SIX MONTHS (36).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GROUND FLOOR, TREASURY HOUSE,					
145 CHIEF ALBERT LUTHULI STREET (FORMERLY KNOWN AS. COMMERCIAL ROAD), PIETERMARITZBURG					
CORNER CHIEF ALBERT LUTHULI AND CHURCH STREET, PIETERMARITZBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Thandeka Makhathini / Nosipho Maphumulo		CONTACT PERSON	Mr. FJ Pretorius & Ms. M. Mlambo	
TELEPHONE NUMBER	033 897 4440 / 033 897 4298		TELEPHONE NUMBER	033 897 4330	
E-MAIL ADDRESS	thandeka.makhathini@kzntreasury.gov.za / nosipho.maphumulo@kzntreasury.gov.za		E-MAIL ADDRESS	Frederick.Pretorius@kzntreasury.gov.za & meriam.mlambo@kzntreasury.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 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:

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. **IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**

SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

....., WHO REPRESENTS (state name of bidder)

.....CSD Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D

COMPULSORY BRIEFING SESSION CERTIFICATE

Site/Building/Institution Involved: **Treasury House**

Bid Reference No: **BID 1260/2025-F**

Goods/Service/Work: **Appointment of a Suitable Service Provider to Render the Banking Services for the Provincial Government of Kwazulu-Natal for a Period of Thirty-Six Months**

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Briefing session on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorised Representative
(PRINT NAME)

DATE: ____/____/____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp with Signature

It is compulsory for the bidder to sign the attendance register and Compulsory Briefing Session Certificate. It is also compulsory that the certificate be signed and stamped by a representative from KZNPT. Failure to sign and stamp the form will result in the offer being rejected and considered as non - responsive.

SECTION E

(The grand total on the automated Services Pricing Schedule shall be considered)

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED FOR THE FIRST YEAR OF THE CONTRACT. THEREAFTER, CONTRACT PRICES FOR LATER YEARS MAY BE NEGOTIATED, ADJUSTED IN LINE WITH CPI IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT

Name of bidder.....	Bid number: 1260/2025-F
Closing Time: 11:00	Closing date:

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

DESCRIPTION	CONSOLIDATED PRICE
GRAND TOTAL FOR 36 MONTHS (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)	R.....
BID AMOUNT WRITTEN IN WORDS:	

- Required by: *KZN Provincial Treasury....*
- At: *145 Chief Albert Luthuli Street.
Pietermaritzburg 3201.....*
- *Brand and model* *.....*
- *Country of origin* *.....*
- *Does the offer comply with the specification(s)?* **YES/NO*
- *If not to specification, indicate deviation(s)* *.....*
- Period required for delivery *.....*
**Delivery: Firm/not firm*
- Delivery basis *.....*

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

PRICING INSTRUCTIONS

- a) The Services Pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof.
- b) The automated Services Pricing Schedule must be completed, and any prices not included herein shall be deemed as zero.
- c) Any prices indicated in the Additional Cost Schedule, which should have been included in the calculations on the Services Pricing Schedule, will be regarded as zero. Should the "Amount/transaction per month" on the Services Pricing Schedule be indicated as zero for a portion of the service, then the portion will be deemed as zero. Additional Cost Schedules is for additional services that the Department may rarely need during the term of the contract.
- d) Bidders are required to complete the compulsory services pricing schedule SBD 3.1 as a response to this bid.
- e) Applicable taxes:
 - All bid prices must be inclusive of all applicable taxes.
 - All bid prices must be inclusive of fifteen-point five percent (15%) Value Added Tax.
- f) Failure to comply with this condition may invalidate the bid.



**PRICING SUBMISSION
(THIS MUST BE COMPLETED IN
AUTOMATED SPREADSHEET)**

BID NO:

BID 1260/2025 - F

BID NAME:

APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER THE
BANKING SERVICES FOR THE PROVINCIAL GOVERNMENT OF KWAZULU-
NATAL FOR A PERIOD OF 36 MONTHS

BIDDER NAME

<NAME OF BIDDER TO BE FILLED IN HERE>

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for **BID 1260/2025-F** contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Services Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

- 2.1.1 Bidders to use only the electronic supplied pricing schedule.
- 2.1.2 Bidders must complete and submit the templates attached, which is/are [Services Pricing Schedule](#).
- 2.1.3 Bidders must reference BID main document.

2.2 Input spreadsheets

- 2.2.1 The Services Pricing Schedule templates are contained within the one (1) Excel Workbook
- 2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Services Pricing Schedule.
- 2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.
- 2.2.4 Input cells **FOR BIDDERS** are highlighted in **NEUTRAL**. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.
- 2.2.4 Input cells **FOR THE TENDERING INSTITUTION** are highlighted in **GREEN**. The Tendering Institution must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.
- 2.2.5 Prices on Template one is formulated to calculate Grand Total for Three (3) years inclusive of VAT and Tab 2 Template two calculate a summary of subtotals for services required.
- 2.2.6 The Grand Total for three years inclusive of VAT which has already been formulated to calculate Total estimated cost over 36 months period is to be transferred to Section E of the bid document.

2.3 Currency and VAT

- 2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).
- 2.3.2 The Services Pricing Schedule template is designed such that VAT (15% VAT) will be calculated on Bidders' input pricing; therefore, Bidders **must** complete the templates with **unit prices excluding VAT**.

SERVICES PRICING SCHEDULE

All prices shall be VAT-inclusive. This service pricing schedule must be completed in full.

Bidders are requested to quote firm prices that should remain valid for the first year of the contract. Thereafter, contract prices for later years may be negotiated, adjusted in line with CPI in accordance with the terms and conditions of the contract.

Monthly Figures must be calculated hereunder

No	Services		Amount/ Transaction per month	Cost per Transaction	Total Cost for Transactions
1.	MANUAL DEPOSITS				
	Cash (Per R100)	Per 100	R10 Million	R	R
	Stop payment (conducted at/by any branch)	Per item	200	R	R
	Unique pre-numbered Deposit Slip	Per 50 slips	1000	R	R
	Enhanced deposit identifier (check digit verification)	Per 100- page book	1000	R	R
	Disputed items	Per item	50	R	R
2.	CASH ACCEPTANCE DEVICES				
	Monthly rental per device	Per device	10	R	R
	Miscellaneous Charges ie. stationery etc...	Per Device	10	R	R
	Cash Deposit Fees into CAD	Per R 100	R 2 Million	R	R
3.	CASH IN TRANSIT				
	Collection (per site or per km)	Per Site	30	R	R
	Insurance If applicable	Per Site	30	R	R
4.	MANUAL PAYMENTS BY FINANCIAL INSTITUTION				
	Manual Transfers to same bank	Per Transfer	400	R	R
	Manual Transfers to another bank	Per Transfer	400	R	R
5.	COST PER BANK ACCOUNT				



	Cost for opening accounts (PMG Account)	Per account	25	R	R
	Saving / Petty Cash Account	Per Account	285	R	R
	Current Account	Per Account	30	R	R
6.	BANK STATEMENT FEES				
	Monthly Statement	Per Statement	285	R	R
	Daily Statement	Per Statement	35	R	R
	Auditor Report	Per Auditor report	1	R	R
	Certificate of balance	Per Certificate	1	R	R
	Disputed items	Per item	50	R	R
7.	MERCHANT SERVICES				
	Terminal Fees	Per Terminal	400	R	R
	Communication Devices for Terminal (No Telkom Lines)	Per Terminal	400	R	R
	Credit Card Transactions Fees (Percentage must be indicated)	Value	R 35 million	%	R
	Debit Card Transactions Fees (Percentage must be indicated)	Value	R 100million	%	R
	Charge Back	Per Transaction	60	R	R
8.	TRAVEL CARD FACILITY				
	Lodge Card Facility (Plastic) - Annual Card Fees (divided by 12 months for monthly calculation)	Per Card	13	R	R
	Other Associated monthly fees:				
	Card Transactions Fees - Plastic (Percentage must be indicated)	Value	R 13 million	%	R



	International card transaction fees - Plastic (Percentage must be indicated)	Value	R100 000	%	R
	Virtual Card Facility:				
	Transactions Fees (Percentage must be indicated)	Value	R 45 million		R
9.	HOST TO HOST				
	Minimum monthly Fee	Item	1	R	R
	Other Fees	Item	1	R	R
10.	EFT TRANSACTIONS				
	1 Day Credits	Per Transaction	100	R	R
	2 Day Credits	Per Transaction	2000	R	R
	Charge for Transactions exceeding R1 million	Per Transaction	400	R	R
	Unpaid and redirects	Per Transaction	30	R	R
11.	ONLINE SYSTEM				
	Monthly Fee	Monthly Fee	1	R	R
	Statement Download	Per Statement line	15000	R	R
	Accounts	Per Own Accounts per month	320	R	R
	System Manager & Operator	Per Month	60	R	R
	Transfers to same bank (Electronic Payment)	Per Transfer	400	R	R
	Technical online support	Per Hour	1	R	R
12.	SALARY PAYMENTS				
	2 Day credit on same bank	Per Transaction	160 000	R	R
	2 Day credit on other bank	Per Transaction	160 000	R	R



	Redirection fees	Per Transaction	1000	R	R
	Unpaid	Per Transaction	1000	R	R
	Salary: recalls	Per Transaction	500	R	R
	Salary: late recall	Per Transaction	500	R	R
13.	BANK SERVE CHARGES				
	Two Day	Per Transaction	200 000	R	R
	Unpaid	Per Transaction	1000	R	R
14.	REPLACEMENT OF PETTY CASH SYSTEM BY A PREPAID CARD SYSTEM				
	Cost per card	Per card	300	R	R
	Monthly card fees	Per card	300	R	R
	Monthly fee for system	Per month	300	R	R
	Monthly fee per user	Per month	300	R	R
	Loading Fee	Per transaction	300	R	R
	Card replaces Fee	Per card	300	R	R
	Card activation Fee	Per card	300	R	R
	ESTIMATED MONTHLY COST				R
	TOTAL ANNUAL COST				R
	SUMMARY OF COST FOR EVALUATION PURPOSES				
	Estimated price year 1 (including set-up fees and any other once off costs)			%	R
	Estimated price year 2 escalated @ _____ % (Percentage must be indicated)			%	R
	Estimated price year 3 escalated @ _____ % (Percentage must be indicated)			%	R
	Total estimated cost over 36 months period (Excl. VAT)				R

	Add VAT:	15%	R
	Total estimated cost over 36 months period (Incl. VAT)		R
15.	INTEREST RATE (DAILY AVERAGE OF R1.2 BILLION)		%
	On Credit Balance (<i>Percentage must be indicated</i>)		%
			%
			%
	On Debit Balance (<i>Percentage must be indicated</i>)		%
			%
			%
16.	Approved ACB facility		
	Approved amount	R	
17.	Associated Fee on ACB facility		
	ACB Facility Fee	R	
18.	Approved Overdraft facility		
	Approved amount	R	
19.	Associated Fee on Overdraft facility		
	Overdraft Facility Fee	R	
	Legislative Fee (Basil)	R	

THIS INFORMATION SHALL BE COMPLETED ON THE AUTOMATED SERVICES PRICING SCHEDULE AND FAILURE TO COMPLETE THE SCHEDULE SHALL RENDER THE OFFER NON-RESPONSIVE AND SHALL BE REJECTED.

ADDITIONAL COST SCHEDULE

***Additional Cost outlined here must not form part of Grand total indicated on SBD 3.1 and prices in services pricing schedule* These prices shall be requested by the Department as and when required.**

[illegible]

NB: All prices shall be VAT inclusive.

SECTION F

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ 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 proprietor/ 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

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars:

.....
.....

2.3. 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**

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

I, the undersigned, (name)..... in

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.

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 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.
- 3.5 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.
- 3.6 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 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.
- 3.7 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

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.

SECTION G NOT APPLICABLE

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1. (b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print)
Date.....	

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80 or 90
SPECIFIC GOALS	20 or 10
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20 or 90/10

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. 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:

4.2. 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—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historical Disadvantage Person (HDP) Black Owned Enterprise (ownership equity percentage would be calculated based on the formula on page 27)	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CALCULATION OF EQUITY FOR SPECIFIC GOALS

- (a) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDPs.
- (b) The equity ownership contemplated in sub-paragraph (a) must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- (c) In the event that the percentage of ownership contemplated in sub-paragraph (b) changes after the closing date of the tender, the tenderer must notify the relevant organ of state and such tenderer will not be eligible for any preference points.
- (d) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- (e) Subject to sub-paragraphs (a), (b), (c) and (d), all claims made for equity ownership by an HDP must be considered according to the following criteria:

- (i) Equity within private companies must be based on the percentage of equity ownership;
- (ii) Preference points may not be awarded to public companies and tertiary institutions;
- (iii) The following formula must be applied to calculate the number of points for equity ownership by an HDP:

$$NEP = NOP \times \frac{EP}{100}$$

Where:

- NEP = Points awarded for equity ownership by an HDP
- NOP = The maximum number of points awarded for equity ownership by an HDP
- EP = The percentage of equity ownership by an HDP within the enterprise or business, determined in accordance with sub-regulations (a), (b), (c) and (d).

- (f) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- (g) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-paragraph (f) must be submitted to the relevant organ of state.
- (h) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDP members, be entitled to equity ownership in respect of an HDP.
- (i) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- (j) The points contemplated in sub-paragraph (i) must be added to the points scored for price, in order to establish the total number of points scored.
- (k) The contract must be awarded to the tender which scores the highest points.
- (l) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDP, may not subcontract more than 25% of the value of the contract to a person who is not an HDP or does not qualify for such preference.

SECTION I

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO- OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM
					Incorporated
					Unincorporated

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION J

GENERAL CONDITIONS OF CONTRACT

1) Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2) Application

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

3) General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 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

4) Standards

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

5) Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6) Patent rights

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

7) Performance security

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

8) Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that 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 organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is



made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the 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.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9) Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser

10 Delivery and documents

- 10.1 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.
- 10.2 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:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, 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:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

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

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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified 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

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 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.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 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 authorized 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 the contract shall be made except by written amendment signed by the parties concerned.

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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 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.
- 21.4 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.

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

22 Penalties

- 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 21.

23 Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 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.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24 Anti-dumping and countervailing duties and rights

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

25 Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination for insolvency

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

27 Settlement of Disputes

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

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

- 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, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing language

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

30 Applicable law

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

31 Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32 Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid 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.

33 National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 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).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION K

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. ACCEPTANCE OF OFFER

- 1.1 This bid has been invited and will be adjudicated in terms of the KwaZulu-Natal Supply Chain Management Policy Framework, National Treasury Instruction Notes and KwaZulu-Natal Provincial Practice Notes. The KwaZulu-Natal Provincial Treasury Bid Evaluation and Adjudication Committee is under no obligation to accept the lowest or any bid.

2. ADDRESS OF THE BIDDER

- 2.1 Bidders must advise the KwaZulu-Natal Provincial Treasury should their address (*domicilium citandi et executandi*) (physical address) details from the time of bidding to the expiry of the contract.

3. CONTRACT PERIOD

- 3.1 The contract period shall remain in force for a period of 3 years from the date of signing contracts. The KwaZulu-Natal Provincial Treasury reserve the right to extend the contract for the period of 2 years subject to approval from the Accounting Officer and the variation should not exceed 15% or R15 million.
- 3.2 If necessary, the successful bidder shall, at no cost, be given a three-month set-up period before the commencement of a three-year contract period.
- 3.3 This contract will be effective from the 01 October 2025 and price escalations must be taken into consideration.
- 3.4 The Department reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

4. FALSE DECLARATION

- 4.1. All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.
- 4.2. Any false declaration or intentional omission of relevant facts shall lead to disqualification.

5. AWARD OF BIDS

The Department intends to award one (1) service provider.

6. PRICE

- 6.1 A bidder must complete the automated Services Pricing Schedule spreadsheet. Failure to comply shall lead to disqualification. Prices must be in South African currency, be inclusive of VAT, all applicable taxes and exclude any trade discount. The additional charges provided in a separate schedule attached as Annexure A and any prices not included herein shall be deemed as zero.

7. WARRANTIES

- 7.1 The awarded entity warrants that it is able to deliver to the satisfaction of the Department.
- 7.2 The involvement of the awarded entity in any other business or venture shall not compete or conflict with the obligations of the entity to provide the services to the Department in terms of this bid.

8. PAYMENT AND INVOICING

- 8.1 Payment will only be processed upon receipt, verification of invoices and confirmation by the appropriately authorized officials of actual services rendered.
- 8.2 Payment will be made to the awarded Entity only. Any deviations (e.g. cession of contract) will only be accepted after relevant approval has been granted by the Bid Adjudication Committee.
- 8.3 Invoices must clearly indicate the order number, invoice number and VAT number (where it is applicable).
- 8.4 Any variation to the quantities other than those stipulated in this bid document shall be approved by the Department.

9. AMENDMENT OF BID CONDITIONS, ORDER STIPULATIONS OF BID, ETC.

- 9.1 No agreement to amend or vary the bid conditions or order or stipulations of bid shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the Head of the Department.

10. CANCELLATION

- 10.1 The Department reserves the right to cancel the bid. Such cancellation shall be published in the same media as the invitation to the bid.

11. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

- 11.1 The Department will verify the tax compliance status of a bidder through CSD.
- 11.2 Bidders must ensure that their tax matters are compliant with CSD.

12. CENTRAL SUPPLIERS DATABASE (CSD)

- 12.1 A bidder submitting an offer must be registered on the Central Suppliers Database (CSD).
- 12.2 A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
- 12.3 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
- 12.4 All information supplied in the bid document must correlate with information on CSD. It is the responsibility of the supplier to ensure that information on CSD is up to date at all times.
- 12.5 Failure to comply with any of the above will result in the bidder being disqualified.

13. COMPLETENESS OF THE BID DOCUMENT

- 13.1 The bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable information/documents, i.e., signatures should be appended where required and documents called for must be submitted.
- 13.2 The bidder must annex the Bid Document as follows:

NAME OF ANNEXURES	DESCRIPTION
Annexure A	Additional cost schedule
Annexure B:	Mandatory Technical Requirements consists of:
Annexure B2	Member of a Clearing House
Annexure B3	Provision must be made for the Financial Institution to programmatically upload payments over R 1 million as per national Treasury Instruction.
Annexure B4	Meeting Minimum Requirements and Minimum Operational Requirements as listed in paragraphs 6 and 7.

Annexure B5	Overdraft facility. (Approved letter of facility must be attached).
Annexure B6	Virtual Travel Lodge Card Facility
Annexure C:	Functionality Criteria Requirements consists of:
Annexure C1	Infrastructure
Annexure C2	Cost Effective Service
Annexure C3	Good Standing and Financial Stability
Annexure C4	Government Experience
Annexure C5	Social Responsibility Commitment
	<i>NB: Annexure C5 Social Responsibility Commitment - the value of the commitment must be indicated on the excel spreadsheet provided for CSI (Value of Commitments).</i>

14. SUBMISSION OF BIDS

14.1 Bids are to be submitted to the offices of the Department, ground floor entrance, 145 Chief Albert Luthuli Street, Pietermaritzburg before **9 June 2025 at 11:00 am**. All bids are to be deposited in the bid box situated at the reception area. Late bids shall not be accepted.

15. TERMINATION OF SERVICES

15.1 Termination of services shall be dealt with in terms of the Master Agreement.

16. UNSATISFACTORY PERFORMANCE

16.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions and shall be dealt with in terms of Master Agreement.

17. LATE OFFERS

17.1 Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

17.2 A late bid shall not be considered.

18. UNSOLICITED OFFERS

18.1 In the event that an unsolicited offer is received, the offer shall not be considered.

19. EQUAL OFFERS

1.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals. If two or more tenderers score equal total points in all aspects, the award must be decided by the drawing of lots.

20. VALIDITY PERIOD AND EXTENSION THEREOF

20.1 The validity (binding) period for the bid must be 180 days from close of tender. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders.

21. CONFIDENTIALITY

21.1 The contractor's staff that comes into contact with Kwa-Zulu Natal Provincial Treasury's confidential information and documents may be required to sign confidentiality agreements so as to protect the Department's information.

22. EXPENSES INCURRED IN PREPARATION OF BIDS

- 22.1 The Department will not be responsible for any expenses or losses which the bidder may incur in the preparation of this bid.

23. NOTIFICATION OF AWARD OF BID

- 23.1 The publication of an award will be advertised in the same media as the invitation to bid. Notification of award of a bid shall be in writing to the successful bidder/s by a duly authorised official of the Department.
- 23.3 The letter of acceptance of the bidder's offer constitutes a legal and binding contract.

24. CONTRACT AND SERVICE LEVEL AGREEMENT

- 24.1 The successful bidder shall be required to enter into a Service Level Agreement with the Department. Services shall be rendered only upon signing the contract.
- 24.2 The bid document constitutes a legal document and a binding contract.

25. QUERIES FROM THE BIDDERS

Any correspondence with regards to this bid which the bidder wishes to raise must be emailed to the following officials by **4 June 2025 at 11:00 am**.

- (i) **SCM enquiries may be directed to:** Ms. T. Makhathini Tel. No. (033) 897 4440 / e-mail: thandeka.makhathini@kzntreasury.gov.za or Ms. N. Maphumulo Tel. No. (033) 897 4298/email: nosipho.maphumulo@kzntreasury.gov.za

- (ii) **Technical enquiries may be directed to:**

- Mr. F.J Pretorius Tel No (033) 897 4566 / email: Frederick.pretorius@kzntreasury.gov.za &
- Ms. M. Mlambo Tel No (033) 897 4330 / email: meriam.mlambo@kzntreasury.gov.za

Bidders must note that all queries received via email before the stipulated date will be consolidated and a composite response will be sent to all who submitted queries and the same will be published on the Departmental Website.

26. JOINT VENTURES/CONSORTIUM

- 26.1 Any Bid by a Joint Venture (JV)/ Consortium must be accompanied by a copy of a duly signed Joint Venture Agreement. Such agreement must specify the portion of the bid to be undertaken by each participating entity.
- 26.2 Parties to the JV/Consortium must all sign the JV Agreement, and the minutes of the meeting must be submitted with the bid at the closing date.
- 26.3 Should the parties enter into a JV, the JV Agreement should reflect a lead partner and the following nominations:
- (i) Bank account to be used for the purpose of this Bid or Contract.
 - (ii) authorized representative and signatory.
 - (iii) Authorized letterhead, address, etc.

27. COMMUNICATION, MEDIA RELEASES, ETC

- 27.1 Bidders shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this bid during the period between the closing date for the receipt of bids and the dispatch of the written notification of the Department, which on receipt of such report may, at their discretion, disqualify the bidder concerned.
- 27.2 All rights of publication on articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Department. The successful bidder shall not, without

the written consent of the Department, cause any statement or advertisement to be printed screened or aired by the media.

28. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

- 28.1 A bidder shall not in any way communicate with a member of a Bid Committee or with any officer, agent, or representative of the Department on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded.

29. UNDERTAKING

- 29.1 The contractor undertakes to immediately inform the Department in the event of there being any change in the nature of the Contractor including, but not limited to, inter alia, it's: -
- 29.1.1 Directors, shareholdings, membership and/or management;
 - 29.1.2 Constitution, memorandum and/or articles;
 - 29.1.3 Service providers, partners, joint venture entities and/or subcontracting parties;
 - 29.1.4 Change in specific goals issued with the bid;
 - 29.1.5 Any changes ancillary to the above.
- 29.2 The Contractor undertakes, were possible, to inform the Department as least thirty (30) days before the above changes are effected of the details of the proposed changes.
- 29.3 Alternatively, the Contractor undertakes that there shall be no material changes in the nature of the Contractor for the duration of this contract, including, but not limited to, inter alia, the following:-
- 29.3.1 Directors, shareholdings, membership and/or management; trustees;
 - 29.3.2 Constitution, memorandum and/or articles; trustee;
 - 29.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
 - 29.3.4 Change in specific goals issued with the bid;
 - 29.3.5 Any changes ancillary to the above.
- 29.4 However, in the event of any of the above changes being anticipated, the Contractor undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.
- 29.5 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of its directors, members, partners, service providers, subcontractors or managers: -
- 29.5.1 has been listed on the National Treasury's Database as entities prohibited from doing business with the public sector.
 - 29.5.2 has been listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004);
 - 29.5.3 has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
 - 29.5.4 has died or ceased to exist;
 - 29.5.5 has a civil judgment taken against it/them by a court of law or any other competent authority;
 - 29.5.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.
- 29.6 In the event of the Contractor failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies: -
- 29.6.1 immediately cancel the contract;
 - 29.6.2 revisit the contract and issue directives with regard to the remaining term of the contract;
 - 29.6.3 engage the services of other parties and service providers;

- 29.6.4 engage the service of the next favourable bidder;
- 29.6.5 exercise the remedies available to it in terms of the provisions of paragraph 23 of the General Conditions of Contract;
- 29.6.6 recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;
- 29.6.7 cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation;
- 29.6.8 cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

30. PRESENTATION OF PROPOSAL

A bidder that comply with all phases from Phase 1.1 to Phase 1.3 would be required to make a presentation of their proposal based on the information that was submitted with the Bid and no new information must be presented.

31. CESSION OF BID

Any cession of a bid will only be accepted after the relevant approval has been obtained from the Department.

32. BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers the National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

- 32.1 The Department will publish the award on the Departmental website and send out notifications of non- award to disqualified bidders.
- 32.2 Any appeals lodged in terms of the provisions of the KZN Supply Chain Management policy must be submitted within 5 working days of the award of this bid as advertised in the Departmental Website.
- 32.3 If five (5) working days of receipt of the notification of award lapses, no appeals will be considered after the award information has been published on the E-Tender portal.
- 32.4 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 32.5 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 32.6 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid



Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.

- 32.7 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson

Bid Appeals Tribunal

Private Bag X9082

Pietermaritzburg

3200

SECTION L

TERMS OF REFERENCE

APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER THE BANKING SERVICES FOR THE PROVINCIAL GOVERNMENT OF KWA-ZULU NATAL FOR A PERIOD OF THIRTY-SIX MONTHS.

1. PURPOSE

- 1.1. The KwaZulu-Natal Provincial Treasury invites suitable service providers to render banking services for the Provincial Government of KwaZulu-Natal.

2. BACKGROUND

- 2.1. In terms of section 7(2) (a)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999 as amended by Act No. 29 of 1999) "A Department authorised may open a bank account only: -
- (a) With a bank registered in South Africa and approved in writing by the National Treasury; and
 - (b) After any prescribed tendering procedures have been complied with.
- 2.2. These Terms of Reference outlines the bidding process.

3. CONTRACT PERIOD

- 3.1. The contract period shall remain in force for a period of 3 years from the date of signing contracts. The KwaZulu-Natal Provincial Treasury reserve the right to extend the contract for the period of 2 years subject to approval from the Accounting Officer and the variation should not exceed 15% or R15 million.
- 3.2. The KZN Provincial Treasury reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.
- 3.3. If necessary, the successful bidder shall, at no cost, be given a three-month set-up period before the commencement of a three-year contract period.

4. SCOPE OF SERVICE

- 4.1. To provide a fully - fledged banking service to the Province of KZN.
- 4.2. The minimum scope of service are as follows:
- (a) Must provide a Payment Conversion Programme for automatic upload to the Financial Institution as per National Treasury Instructions.
 - (b) Provide overdraft facility.
 - (c) Provide Cash in Transit Services.
 - (d) Provide Travel Lodge Virtual Card Facilities.

5. PRE-REQUISITES OF FINANCIAL INSTITUTIONS

- (a) Financial stability and positive financial position and performance.
- (b) Strong Shareholder Support. (Main Shareholder)
- (c) Sufficient branch network infrastructure throughout the Province of KwaZulu-Natal.
- (d) Administrative and Information Technology must be of the highest standard.
- (e) Must meet the minimum requirements outlined on clause 6;

6. MINIMUM REQUIREMENTS

- 6.1. The following should be clearly demonstrated in the proposals:
- (a) Must be registered as a Financial Institution with a Banking license.
 - (b) Must be a member of a Clearing House.
 - (c) Provision must be made for the Financial Institution to programmatically upload payments over R 1 million as per National Treasury Instruction.
 - (d) Must meet the Minimum Operational Requirements outlined on clause 7.
 - (e) Provide an approved overdraft facility and guarantee for magnetic tape facilities.

7. MINIMUM OPERATIONAL REQUIREMENTS

- (a) Ability to process all electronic files for the payment of suppliers as and when required.
- (b) Comprehensive on-line cash management system that will accommodate cash balance consolidation.
- (c) Online real time notification of significant cash movement out of the main PMG Accounts.
- (d) Direct on-line stop payment facilities and the reversal thereof if necessary.
- (e) Direct on-line, real time account enquiries.
- (f) Supply bank statements in a prescribed format (including branch name where cash is deposited) and supporting documents on a daily/ monthly basis. (maximum of 3 days in arrears)
- (g) Printing, supply and safekeeping of deposit slips. (Algorithm verification)
- (h) Supply of Tally rolls for Merchant Devices.
- (i) Payment reference numbers may not be changed.
- (j) Favorable interest rates on credit balances.
- (k) The 13 PMG accounts and the Exchequer account balances must work as a group balance to enable payments / transfers out any of the 14 accounts in the group, provided the overall group account balance is positive. (A payment must be processed even though individual department account balance is a negative)
- (l) Services Pricing Schedule must be completed. Additional charges must be provided in a separate schedule and any prices not included herein shall be deemed as zero.
- (m) Development and supply of a compatible interface of all banking transactions with the financial system utilized by the Provincial Government. Provide all banking transactions electronically. (Includes download / upload of files to National Treasury mainframe)
- (n) Upfront validations of magnetic tape transactions not permitted. (Run as is)
- (o) On-line, real-time management browsing facilities.
- (p) Overdraft facility
 - i. Interest Rate.
 - ii. Approved Amount.
- (q) It is the Financial Institutions responsibility to provide Banking services in all required areas of KZN even where agency / branch facilities are unavailable.
- (r) A Petty Cash facility must be provided for Institutions.
- (s) Branch must accept Cash deposits over the counter.
- (t) Facility to recall Salaries up to the day before the pay date.
- (u) Capacity to return rejected payments within two days.
- (v) Merchant Services - Point of Sale Devices and Routers / modem
- (w) Cash in Transit -
 - Collection of deposits on a daily basis as and when required.
 - Supply of Cash Acceptance Devices as and when required.
 - Provide cash for cash services over the counter / CIT services as and when required.

- (x) Provide Foreign Payment Services.
- (y) Direct sweeping facilities from account to account.
- (z) Online Travel Card statement enquiry.

Training must be supplied to officials on the cash management system that will be utilized to effect electronic transfers.

8. ADDITIONAL INFORMATION

8.1. GENERAL FINANCIAL INFORMATION

- (a) The Exchequer Account and currently thirteen (13) Paymaster-General Accounts as well as the Tribal Levies and Trust Account must be operated from Pietermaritzburg.
- (b) The expected annual income and expenditure for the Provincial Government of KwaZulu-Natal is in excess of R 160 billion and R 30 million for the Tribal Levies and Trust Account.
- (c) All Petty Cash Accounts are subsidiary bank accounts which are operating throughout the Province of KwaZulu-Natal. Approximately 270 petty cash facilities are currently active.
- (d) Additional 13 cheque accounts are being maintained.

8.2. ONLINE TRANSACTIONS

Transactions via electronic connection to the financial institution will be transacted daily/weekly/monthly:

- (a) Transfers from the Exchequer Account to the Paymaster General Accounts amounting to approximately R 13 billion per month.
- (b) Transfer to creditors amount to approximately R 2.5 billion per month.

8.3. MAGNETIC TAPE TRANSACTIONS

8.3.1 Magnetic Tape facilities for:

- (a) Main Runs.
- (b) Supplementary runs.
- (c) Creditor's payments. (weekly)

8.4. SALARY INFORMATION

8.4.1 Main Salary Payments

- (a) 5 Days Service. (Time period for ACB to process the tapes)
- (b) Approximately 320 000 transactions per month split over 2 pay dates.
- (c) Pay dates: 15th of the month and last working day of the month.
- (d) Month-end pay over date: Last working day of month.
- (e) Approximately 1500 deduction pay over transactions amounting to R 2.2 billion per month.
- (f) Monthly main salary expenditure: Presently approximately R 5, 8 billion per month.

8.4.2 Supplementary Salary Payments

- (a) 2 Days Service. (Time period for ACB to process the tapes)
- (b) Approximately 40,000 transactions per month.
- (c) Currently once a week: Monday evening.
- (d) Monthly supplementary salary expenditure: Approximately R 250 million per month.

8.5. TRAVEL CARD SYSTEM

- (a) Travel Lodge Card. (Plastic card)
- (b) Virtual Travel Lodge Card.
- (c) The card should make provision for payment of travel, accommodation and vehicle hire only and have a facility to block any other types of payments.
- (d) Notification of transaction value over R 50 000 on Travel Card system to be reported to Provincial Treasury.
- (e) Transactions must be able to interface with Travel Agent System.
- (f) Statement information on all accounts must be available for 6 months on the on-line system.
- (g) All departments are currently using Travel Lodge Cards and Virtual Travel Lodge Cards.
- (h) Travel card statement to be supplied monthly.

8.6. GENERAL INFORMATION

- (a) Statement information on all accounts must be available for 6 months on the on-line system.
- (b) The monthly expected average value of cash deposited will be as follows:
 - Exchequer Account. : Nil
 - Thirteen Paymaster General Bank Accounts : R 10 million
 - Tribal Levies and Trust Account : R 500 000

8.7. CASH IN TRANSIT

- (a) Collection of deposits on a daily basis as and when required.
- (b) Supply of Cash Acceptance Devices as and when required.

9. CONTRACTUAL ARRANGEMENTS

The following agreements must be provided:

- (a) Service Level Agreement – only one agreement for signature of all facilities.
- (b) Set-off Agreement.
 - Off-setting of Debit Balances and Credit Balances on all bank accounts before interest is calculated.
- (c) Facility letter.
 - ACB facilities.
 - Overdraft facilities.

10. SOCIAL RESPONSIBILITY COMMITMENTS

- 10.1 Social responsibility is the ethical duty of individuals, organisations, and businesses to contribute positively to society. It emphasises that, in addition to achieving personal objectives like profit or growth, these entities must also take into account the social, environmental, and economic effects of their actions. The organisation must give back to the community.
- 10.2 In terms of the financial sector conduct, banks are required to commit to Corporate Social Investments (CSI) however, as the KwaZulu-Natal Province this is considered as a critical aspect of the banking services contract and would need an understanding of the nature and quantum of the commitment of the financial institution in uplifting our KwaZulu-Natal communities given the unique needs of KZN province. This would need to be clearly articulated in the bid proposal and would form part of the contractual obligations.

- 10.3 The KZN Provincial Treasury would need a clear demonstration of the additional commitments over and above CSI that the tenderer is currently committed to in the KZN Province. The additional commitments as a result of this tender would be facilitated by the KZN Provincial Treasury: Head of Department to ensure that the commitment is monitored in terms of contractual obligations.
- 10.4 All banks are expected to demonstrate their social responsibility commitments, for the purpose of this tender, specific to the KwaZulu-Natal Province.
- 10.5 Each bank must demonstrate the value and scope of its commitment for the full duration of the contract period. The proposal must outline the budget associated with the following areas:

(a) Supplier Enterprise Development;

(i) SMMEs Development

Support for small, medium and micro enterprises through preferential funding, business mentorship, skills development, and access to market initiatives including the financial institution itself through Supplier Development programmes.

(ii) Women Empowerment

Given the critical role women play in our society and the challenges they face, the bidder must demonstrate what programmes they have to support women entrepreneurs in KwaZulu Natal.

(b) Sponsorships and Donations

The Government of the KwaZulu-Natal Province has a responsibility to eradicate socio-economic disparities that are prevalent in the KZN Province, including but not limited to poverty, unemployment and inequality. It is therefore the intention of this Province to enhance its socio-economic mandate.

Strategic sponsorships and donations aligned with community development goals, particularly those that uplift marginalised communities in KZN. It is envisaged that sponsorship or donations would not be transfer of cash to the KZN Province, but rather directly to the beneficiaries identified. The KZN Province may provide suggestions in this regard for example in the instances of disasters, the affected families details would be provided for consideration and support.

Sponsorship may also take the form of supporting critical stakeholder engagement forums which allow the province to interface with its various stakeholders from business to communities throughout the KZN province.

(c) Financial Literacy

(i) Financial Communities

Communities face a myriad of challenges, one being that of managing their household finances. The lack of financial literacy is a major contributor to households running into debt. Programmes to support and educate households on managing their finances and planning for the future would be a critical programme to support.

(ii) KZN Government Employees

Implementation of programmes that promote financial health, including financial education and counselling.

11. EVALUATION CRITERIA

The Evaluation Criteria will consist of the following three Phases:

Evaluation Element	
Phase 1.1	Supply Chain Administrative Compliance
Phase 1.2	Mandatory Technical Requirements
Phase 1.3	Functionality Criteria
Phase 2	Presentations
Phase 3	Price and Preference Points

11.1 PHASE 1.1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

- Bids submitted must be complete in all respects.
- The following forms must be duly completed and be submitted with the bid at the time of closing of bid:

Compulsory Bid Forms		Tick to indicate completion
PART A	INVITATION TO BID (SBD 1)	
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	
SECTION D	COMPULSORY BRIEFING SESSION	
SECTION E	PRICING SCHEDULE	
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	
SECTION I	AUTHORITY TO SIGN THE BID OR SUBMIT ENTERPRISE'S RESOLUTION LETTER	

11.2 PHASE 1.2: MANDATORY TECHNICAL REQUIREMENT

The service provider must comply with the following Mandatory Technical Requirements and must submit their proposal detailing all Mandatory Technical Requirements. This information must be submitted with the bid document as Annexure B1 to B6 per criterion. Failure to reference the mandatory technical requirements as outlined in the Bid Document shall result in the offer considered non-responsive and shall be rejected.

Criteria	Substantiate & provide evidence.	Comply	Not Comply
Financial Institutions with a Banking License (Annexure B1)	A valid copy of Banking License issued by the South African Reserve Bank (SARB)		
Member of a Clearing House (Annexure B2)	A valid certificate issued by the Clearing House (Payment Association of South Africa)		
Provision must be made for the Financial Institution to programmatically upload payments over R 1 million as per national Treasury Instruction. (Annexure B3)	A signed letter of undertaking this programme by the bidder confirming that the bidder would be able to upload payments that are over a R1 million in line with the National Treasury Instruction		
Meeting Minimum Requirements and Minimum Operational	A company profile with an undertaking to meet all the		



Criteria	Substantiate & provide evidence.	Comply	Not Comply
Requirements as listed in paragraphs 6 and 7. (Annexure B4)	operational requirement		
Overdraft facility. (Approved letter of facility must be attached) (Annexure B5)	A signed letter by the bidder confirming an undertaking to provide overdraft facility		
Virtual Travel Lodge Card Facility (Annexure B6)	A signed letter of undertaking confirming that Virtual Travel Lodge Card Facility shall be made available on the commencement of the contract and the Letter must be signed by the bidder.		

11.3 PHASE 1.3: FUNCTIONALITY CRITERIA

Proposals will be evaluated on functionality in accordance with the following matrix. The Service providers must submit their proposal detailing all the Functionality Requirements and this information must be submitted with the bid document as Annexure C1 – C5 per criterion. Failure to reference the mandatory technical requirements as outlined in the Bid Document shall result in the offer considered non-responsive and shall be rejected

The technical proposal will be evaluated according to the criteria and thresholds set in the technical scorecard, as follows:

FUNCTIONALITY CRITERIA			SCORE	
No	Description	Evaluation Criteria	Points	Maximum Points
a)	Infrastructure (Annexure C1)	Branch network (6)	(i) Main Centre = 3 Points (ii) Other Areas = 3 Points	24
		General Banking Facilities (9)	(i) ATM's and Satellite/Agencies = 3 Points (ii) Special Requirements = 3 Points (iii) Reporting = 3 Points	
		Technology (9)	(i) New Future Facility enhancements (Timeframes<3 months) = 3 Points (ii) Reliability = 2 Points (iii) Back-up /Disaster Recovery = 2 Points (iv) Connectivity = 2 Points	
b)	Cost Effective Service (Annexure C2)	General Banking Facilities (7)	(i) Service Fee Schedule = 4 Points (ii) Additional Fee Schedule = 3 points.	56
		Advance Banking Service (32)	(i) Electronic funds transfer = 3 Points (ii) Magtape transactions = 2 Points (iii) On-line real time cash management system = 3 Points (iv) Merchant Services = 4 Points	

			(v) Travel Card System (Plastic) = 2 Points (vi) Travel Card System (Virtual) = 3 Points (vii) Off-setting balances for payment purposes = 5 Points (viii) Facility to effect Payments > R 1 million = 10 Points	
		Rates and Charges (11)	(i) South Africa's interest rates = 4 Points (ii) No Increase in charges = 3 Points (iii) Approved Overdraft facility = 4 Points	
		Fraud (4)	(i) On-line real time stop payment = 2 Points (ii) Identification of fraudulent transactions = 2 Points	
		Training (2)	(i) Training = 2 Points	
c)	Good Standing and Financial Stability (Annexure C3)	Good standing and financial stability (2)	(ii) Good standing and financial stability = 2 Points	2
d)	Government Experience (Annexure C4)	Government Experience (11)	(i) Understanding Government Business and systems = 5 Points (ii) Commitment to Government Cause = 4 Points (iii) Credentials (Government Experience) = 2 Points	16
		Relationship Management (5)	(i) Relationship Management = 5 Points	
e)	Social Responsibility Commitment (Annexure C5)	Value of commitment indicated on the excel CSI spreadsheet.	(i) Value of Commitments for Year 1, Year 2 & Year 3 = 20 Points (ii) No commitment indicated for year 1, Year 2 & Year 3 = 0 Points	20
TOTAL SCORE				118
Minimum Functionality points is 82.6 which equated to 70%. Offers that score less than the minimum functionality of 70% shall not be considered for Phase 2. Minimum score for functionality is 70%				



CSI - VALUE OF COMMITMENTS

ANNEXURE C5

SOCIAL RESPONSIBILITY COMMITMENTS

1	Social responsibility is the ethical duty of individuals, organisations, and businesses to contribute positively to society. It emphasises that, in addition to achieving personal objectives like profit or growth, these entities must also take into account the social, environmental, and economic effects of their actions. The organisation must give back to the community.
2	In terms of the financial sector conduct, banks are required to commit to Corporate Social Investments (CSI) however, as a Province we consider this a critical aspect of the banking services contract and would need an understanding of the nature and quantum of the commitment of the financial institution in uplifting our KZN communities given the unique needs of our province. This would need to be clearly articulated in the bid proposal and would form part of the contractual obligations
3	The KZN Provincial Treasury would need a clear demonstration of the additional commitments over and above CSI that the tenderer is currently committed to in the province. The additional commitments would be as a result of this tender which would be facilitated by the KZN Provincial Treasury Head of Department. All proposed CSI projects would have to be presented and facilitated through the KZN Provincial Treasury Head of Department to ensure that the commitment is monitored in terms of the contractual obligations
4	All banks are expected to demonstrate their social responsibility commitments, for the purpose of this tender, specific to the KwaZulu-Natal province.
5	Each bank must demonstrate the value and scope of its commitment for the full duration of the tender period. The proposal must outline associated budgets in the following areas:

Budget allocation for each year must be calculated hereunder

No	Description	Year one	Year two	Year three
SUPPLIER ENTERPRISE DEVELOPMENT				
(i) SMMEs Development				
1.	Support for small, medium and micro enterprises through preferential funding, business mentorship, skills development, and access to market initiatives including the financial institution itself through Supplier Development programmes.	R -	R -	R -
(i) Women Empowerment				
	Given the critical role women play in our society and the challenges they face, the bidder must demonstrate what programmes they have to support women entrepreneurs in KZN	R -	R -	R -
SPONSORSHIPS AND DONATIONS				
2.	The Government of the KwaZulu-Natal Province has a responsibility to eradicate socio-economic disparities that are prevalent in the province, including but not limited to poverty, unemployment and inequality. It is therefore the intention of this Province to enhance its socio-economic mandate. Strategic sponsorships and donations aligned with community development goals, particularly those that uplift marginalised communities in KZN. It is envisaged that sponsorship or donations would not be transfer of cash to the province, but rather directly to the beneficiaries identified. The province may provide suggestions in this regard for example in the instances of disasters, the affected families details would be provided for consideration and support. Sponsorship may also take the form of supporting critical stakeholder engagement forums which allow the province to interface with its various stakeholders from business to communities throughout the province	R -	R -	R -
FINANCIAL LITERACY				
(i) Financial Communities				
3.	Communities face a myriad of challenges, one being that of managing their household finances. The lack of financial literacy is a major contributor to households running into debt. Programmes to support and educate households on managing their finances and planning for the future would be a critical programme to support.	R -	R -	R -
(ii) KZN Government Employees				
	Implementation of programmes that promote financial health, including financial education and counselling.	R -	R -	R -
TOTAL BUDGET		R -	R -	R -
TOTAL CSI BUDGET OVER 36 MONTHS PERIOD				R -

11.4 PHASE 2: PRESENTATIONS

PRESENTATIONS			SCORE	
No	Description	Evaluation Criteria	Points	Maximum Points
1.	<p>Stage 1 of Presentation</p> <p>Presentation must be based on the information submitted with the bid.</p> <p>New information not submitted with the bid shall not be considered.</p> <p>The presentation must cover the following areas as submitted with the bid document:</p> <ul style="list-style-type: none"> • Infrastructure; • Cost effective service; • Good standing and financial stability; and • Government experience • Payment Conversion Programme <p>Each bidder shall be given 1 hour 30 minutes to present and respond to questions that seek clarity on the information presented</p>	<p>Stage 1 Presentation (10)</p>	<p>1</p> <p>Compliance to the requirements of the bid:</p> <p>(i) Infrastructure = 2 points</p> <p>(ii) Cost effective service = 2 Points</p> <p>(iii) Good standing and financial stability = 2 Points</p> <p>(iv) Government experience = 2 Points</p> <p>(v) Payment Conversion Programme = 2 Points</p> <p>(vi) Information submitted that is not compliant to requirements of bid = 0 Point</p>	10
2.	<p>Stage 2 of Presentation</p> <p>A bidder must demonstrate how the activities outlined in the general questionnaire shall be executed during the contract.</p>	<p>Stage 2 of Presentation (38)</p>	<p>Each question equates to 1 point</p>	38
TOTAL SCORE				48
Minimum Functionality points is 34 which equated to 70%. Offers that score less than the minimum functionality of 70% shall not be considered for Phase 3. Minimum score for functionality is 70%				

11.5 GENERAL QUESTIONNAIRE - STAGE 2 OF PRESENTATION

1.	Will there be a fully operational office in Pietermaritzburg to provide a service to Provincial Government? Including the Relationship Manager
	Comments:
2.	Does the banks system allow for the nett set-off balance (All Credit Balances minus all Debits Balances) to be used for payments on an account that has no funds available in the actual account? (i.e. the accounts that have a debit balance)
	Comments:
3.	Will all payment files i.e. PERSAL and BAS files be processed by the bank if the overall balance in the provincial Government's bank accounts is in a positive, but some accounts are in the negative?
	Comments:
4.	Will there be one consolidated Service Level Agreement to be signed which will include all different types of services?
	Comments:
5.	Can the referencing appearing on the Bank Statement be modified to accommodate certain requirements?
	Comments:
6.	Can charges be Zero rated on all the various banking systems that are being used by the bank .ie Merchants services, Proposed Petty Cash Systems, Travel Card Facility etc.?
	Comments:
7.	Can the systems accommodate for Bank Statements to be sent via e-mails to 4 officials per department. ie 13 Departments x 4 officials = 52 emails?
	Comments:
8.	Can the system accommodate for Vet Reports and Unpaid to be sent to 4 officials per department. i.e. 13 Departments x 4 officials = 52 emails?
	Comments:
9.	Where bank statements are sent electronically to a specific staff member within provincial department, can that same statements then be forwarded to any other official?
	Comments:
10.	Will the departments name appear on all Vet reports?
	Comments:
11.	PAYMENT SYSTEM
11.1	Can your online payment system (Internet Payment System) release payments in Batches?
	Comments:
11.2	Can your online payment system (Internet Payment System) print Audit reports in Batches?
	Comments:
11.3	Will the bank upload Credit Transfers into the payment system directly from National Treasury?
	Comments:
11.4	Will the internet payment system be available to Pay pre-approved creditors? e.g. National Government Departments, Travel Lodge card, Virtual Lodge cards, Diners Club ext.

	Comments:
11.5	Can all transaction/history be archived for 3 years?
	Comments:
11.6	The financial system used by Provincial Government makes provision for a unique reference number to be used when payments are being made to creditors and any other bank account. Will ALL bank accounts that receive payments from Provincial Government be allowed to accept the special reference numbers when payments are affected?
	Comments:
12.	CASH DEPOSITS
12.1	Do all branches accept cash over the counters without any special contract/agreements that need to be signed?
	Comments:
12.2	Do all branches/Cash deposit centres provide a service to exchange Cash for Cash without any special contract /agreements that need to be signed?
	Comments:
12.3	A unique reference number with a special algorithm must be printed on all deposit slips. Will your banking system reject deposits being made via a deposit slip not using the unique deposit reference number?
	Comments:
13.	CASH IN TRANSIT
13.1	Where the bank arranges for the collection of cash from provincial offices will the bank require any special contracts /agreements to be signed?
	Comments:
13.2	Will deposit books, after the deposits has been received and deposit slip stamped, be returned to the respective provincial sites of origin within 2 days?
	Comments:
13.3	Where provincial departments have arranged with CIT companies for the collection of cash from provincial offices, will the bank require any special contracts/agreements to be signed?
	Comments:
14.	PROPOSED PETTY CASH SYSTEM
14.1	Should a card system be proposed will officials of Provincial Treasury or the bank be able to reset the password?
	Comments:
14.2	Does the proposed Petty Cash System provide proper statements to assist with reconciliations?
	Comments:
14.3	Does the proposed Petty Cash System make provision for more than one official to have access to the system
	Comments
14.4	Does the proposed Petty Cash System make provision for Real Time Access/updates?
	Comments:

14.5	Does the proposed Petty Cash System make provision for Bulk loading of Funds onto cards? Comments:
14.6	Does the proposed Petty Cash System make provision to download the full card number? Comments:
14.7	Should a card system be proposed can funds be loaded directly onto the card through a payment system or does it need to go through a holding account? Comments:
14.8	Will the proposed system reject a batch from being uploaded with the same file name? Comments:
15.	MERCHANT FACILITY
15.1	Will enough POS devices be available before "Go Live Date"? Comments:
15.2	Can merchant devices be set-up to block any "REFUND" function? Comments:
15.3	Can the ordering of bulk tally rolls be done by KZN Provincial Treasury? Comments:
15.4	Can POS Devices be programmed to automatically bank at the end of a business day? Comments:
15.5	Is an online system available to monitor deposits made per POS device/site and indicate which POS devices are not being utilised? Comments:
16.	TRAVEL CARD FACILITY
16.1	Virtual Card and Lodge Card
16.2	Is a Virtual Card and a Lodge Card facility available and will it be fully implemented on "Go Live" date? Comments:
17.	CASH ACCEPTANCE DEVICES
17.1	Will Cash Acceptance Devices be available and installed at the various sites on the "Go Live" date? Comments:
17.2	Will CIT Services be in place on the "Go Live" date? Comments:

11.6 PHASE 3: PRICE AND PREFERENCE POINTS SYSTEM

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations, 2022.

11.6.1 This bid is issued with 90/10 or 80/20 preference points system

- (a) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received. for specific goals as follows:

Preference point system	
Price	80 or 90
Specific Goals	20 or 10
<ul style="list-style-type: none"> Historical Disadvantage Person (HDP) – Black Owned Enterprise (ownership equity percentage would be calculated based on the formula on page 27) 	20 or 10
Total	100

- (b) Specific goals may include the following:

- Contract with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability,
- Implementing the programmes of the Reconstruction and Development Programme as published in government gazette No. 16805 dated 23 November 1994,

It is mandatory for tenderers to complete SBD 6.1 to claim the points for specific goals, failure to complete the SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

- (c) It is compulsory for bidders to substantiate that they meet the above specific goals requirements by submitting the following evidence:

- Copy of Enterprise Registration Certificate from the Companies and Intellectual Property Commission (CIPC).
- B-BBEE Certificate or Sworn Affidavit, **failure to submit the valid B-BBEE certificate or sworn affidavit as listed shall be interpreted to mean that the points for specific goals are not claimed:**
 - The B-BBEE certificate or sworn affidavit must indicate the black ownership percentage which would be calculated based on the formula stipulated on page 27.
 - The B-BBEE certificate or sworn affidavit must be valid for a period of 12 months from the date signed by commissioner.
 - The B-BBEE certificate must be issued by a SANAS accredited verification agency; or
 - A sworn affidavit must be on an accredited template issued by the DTI/CIPC for both EME or QSE,
 - A duly completed sworn affidavit signed by the deponent and commissioned by the authorized commissioner of oaths. The sworn affidavit must indicate the date, month and year on which the annual total revenue is based on and the level of black ownership that is claimed,
 - Bidders must ensure that the correct sworn affidavit for the Financial Sector are



submitted.

- A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level certificate.

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.



SWORN AFFIDAVIT – FINANCE B-BBEE EXEMPT MICRO ENTERPRISE

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
VAT Number	
Nature of Business	
Enterprise Address	

Definition of “Black People”

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –

- (a) *Who are citizens of the Republic of South Africa by birth or descent; or*
- (b) *Who became citizens of the Republic of South Africa by naturalization*
 - i. *Before 27 April 1994; or*
 - ii. *On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date*

3. I hereby declare under oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- I hereby confirm the above ownership was achieved using the flow through principle.



Definition of “Black Designated Groups”

Black designated groups: Means

- a) *Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution*
 - b) *Black people who are youth as defined in the National Youth Commission Act of 1996*
 - c) *Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act*
 - d) *Black people living in rural and under-developed areas*
- Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;*

• The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013

- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %

☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of (DD/MM/YYYY) _____, the annual Total Revenue was R10,000,000.00 (Five Million Rands) or less

• Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

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

Deponent Signature: _____
Date: _____

Commissioner of Oaths Signature & stamp

SWORN AFFIDAVIT – FINANCE B-BBEE QUALIFYING SMALL ENTERPRISE

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

4. The contents of this statement are to the best of my knowledge a true reflection of the facts.
5. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
VAT Number	
Nature of Business	
Enterprise Address	

Definition of “Black People”

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –

- (c) *Who are citizens of the Republic of South Africa by birth or descent; or*
- (d) *Who became citizens of the Republic of South Africa by naturalization*
 - i. *Before 27 April 1994; or*
 - ii. *On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date*

6. I hereby declare under oath that:

- The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is _____ % Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- I hereby confirm the above ownership was achieved using the flow through principle.

Definition of “Black Designated Groups”

Black designated groups: Means

- e) Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution*
- f) Black people who are youth as defined in the National Youth Commission Act of 1996*
- g) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act*
- h) Black people living in rural and under-developed areas*
Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013
- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of (DD/MM/YYYY) _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from date signed by the commissioner.

Deponent Signature: _____
Date: _____

Commissioner of Oaths Signature & stamp