CHECKLIST OF DOCUMENTS TO BE SUBMITTED -NCPT/06/2021			
CHECKLIST FOR BIDDERS	TICK		
	Yes	N/A	No
COMPLIANCE WITH MANDATORY REQUIREMENTS			
All forms completed, duly signed			
SBD 1: Invitation to Bid and Total Bid Price			
SBD 4: Declaration of Interest			
SBD 6.1: Preference Points Claim form			
SBD 7.2 : Contract Form			
SBD 8: Declaration of bidders past SCM practices			
SBD 9: Certificate of independent bid determination			
Registration on (Central Supplier Database)			
Original certified BBBEE certificate issued by SANA's approved Institutions or original sworn affidavit (Joint BBBEE certificate for joint-venture agreements)			
Detailed Pricing Schedule (Annexure A)			
Corporate Social Investment (Annexure B)			
Membership of the South African Banking Council			
Membership of a recognized Clearing House			
National Credit Regulation Certificate			
Joint venture or partnership agreement (SBD forms to be completed for both companies)			
Compliance with sub-contracting principles: (Proof of agreement and SBD forms to be submitted for both bidders)			
FUNCTIONALITY CRITERIA REQUIREMENTS			
At least five(5) or more written trade references			
Audited Annual Financial Statements			
Detailed Proposal			
Bank Credit rating Certificates			
No of Bid Documents Copies Attached			

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE: NORTHERN CAPE PROVINCIAL TREASURY					
BID NUMBER:	NCPT/06/2021	CLOSING DATE:	25 June 2021	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR PROVISIONING OF COMMERCIAL BANKING SERVICES TO THE NORTHERN CAPE PROVINCIAL GOVERNMENT FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

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

Cnr. Knight And Stead Street
The Entrance Of The MetLife Towers On Ground Floor (Post Office Building),
KIMBERLEY, 8300

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				
	TCS PIN:		OR CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		
	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Northern Cape Provincial Treasury	CONTACT PERSON	Ms C. Lethuli
CONTACT PERSON	Ms C. Lethuli	TELEPHONE NUMBER	053 830 8379
TELEPHONE NUMBER	053 830 8379	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Clethuli@ncpg.gov.za
E-MAIL ADDRESS	Clethuli@ncpg.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

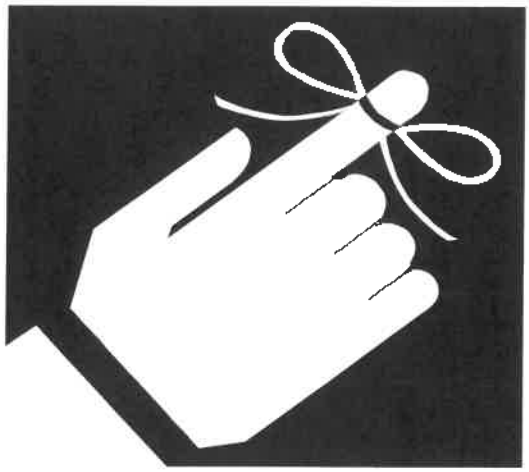
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

IMPORTANT NOTICE

NOTE 2



PLEASE NOTE THE FOLLOWING: WITH REFERENCE TO THE ATTACHED NCP 4:

1. Should You Be Involved In A Joint Venture, **Both Parties Must Fully Declare Interest** And Complete NCP 4.

2. Please Ensure That You Are Aware Of All Interested Persons Who Should Declare Interest.

3. This Request Is Made For The Sake Of Transparency And The Timeous Conclusion Of Bids

****
****

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder[2]): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....
Name of state institution at which you or the person connected to the bidder is employed : .....
Position occupied in the state institution: .....

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

.....
.....

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

2.8.1 If so, furnish particulars:
.....
.....

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

2.9.1 If so, furnish particulars.
.....
.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....
.....
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

May 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

---

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

(b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

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

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES	.....
1.	SIGNATURE(S) OF BIDDERS(S)
2.	DATE: .....
	ADDRESS .....
	.....
	.....

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) **Northern Cape Provincial Treasury** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number : **NCPT/06/2021** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

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

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

2. An official order indicating service delivery instructions is forthcoming.

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....	.....
Signature	**Date**
.....	.....
Position	**Name of Bidder**

Js365bW

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

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

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

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

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

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

    (a) has been requested to submit a bid in response to this bid invitation;

    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

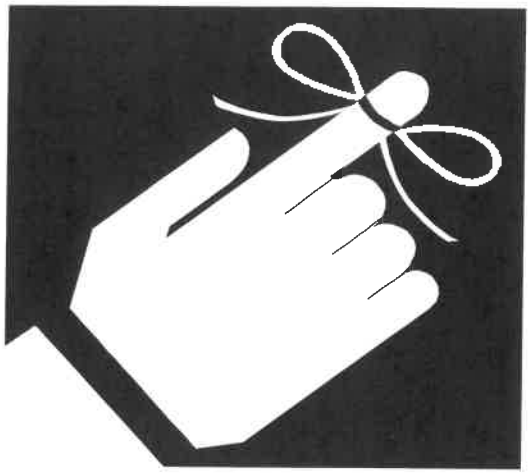
[3] **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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

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

IMPORTANT NOTICE

NOTE 1



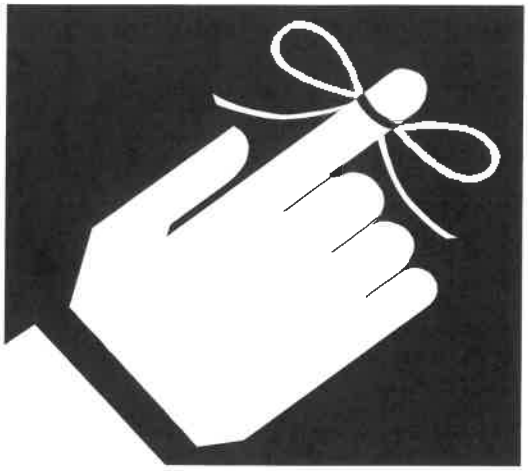
PLEASE NOTE THAT THIS BID CLOSES ON THE 25 JUNE 2021 @ 11:00
AT
THE OFFICE OF PROVINCIAL SUPPLY CHAIN MANAGEMENT, CORNER KNIGHT AND STEAD STREET, POST OFFICE BUILDING.
(METLIFE TOWERS, KIMBERLEY)

TAKE NOTE - BIDDERS WHO WISH TO MAKE USE OF SPEED SERVICES MUST MARK DELIVERY "TO COUNTER" AND NOT "TO PRIVATE BAG/BOX" ON THE STICKER. BIDDERS MUST ALSO CONTACT THE OFFICE, STATING THEIR TRACKING NUMBER OF THE BID DOCUMENT.
(See cover page for street address)

BID DOCUMENTS DEPOSITED ANYWHERE ELSE WILL BE REGARDED AND TREATED AS LATE BID

IMPORTANT NOTICE

NOTE 3



A VIRTUAL COMPULSORY BRIEFING SESSION WILL BE HELD AS FOLLOWS:

DATE:	9 JUNE 2021 VIA MICROSOFT TEAMS
TIME:	10H00
CONTACT PERSON:	Ms. C. LETHULI
PHONE NO:	053-830 8379

****

Northern Cape Provincial Government
PROVINCIAL TREASURY

NCPT

Request for Provisioning of Commercial Banking Services to the Northern Cape Provincial Government for a Period of Three (3) Years

NCPT/06/2021

Closing date and time:
25 June 2021 at 11:00
Bid Validity Period: 120 days

TENDER BOX ADDRESS:
Northern Cape Provincial Treasury
Cnr of Knight and Stead Street
Metlife Towers (Post Office building)
Ground Floor
KIMBERLEY, 8300

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TABLE OF CONTENT

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1. DEFINITIONS

Unless inconsistent with or expressly indicated otherwise by the context.

1.1 BAS means Basic Accounting Systems

1.2 CPD means Corporation for Public Deposits established in terms of the Corporation of Public Deposits Act, No. 46 of 1984 that accepts call deposits from the public sector and invests such money.

1.3 CAT means Central African Time

1.4 Contractor means the bidder whose bid has been accepted by NCPG and shall include the bidder's legal personal representative, heirs, successors and assigns.

1.5 Contract means the General Conditions of Bid, completed bid document, Special conditions of Contract (if any), the Specifications including any schedules attached to the Specifications, and any agreement entered into in terms of these General Conditions of Bid.

1.6 Contract Price means the prices bid by the Contractor and accepted by NCPG for the execution of the Contract.

1.7 Commencement means performance of services in compliance with the terms and conditions of the Date of Commencement specified in the Contract.

1.8 Date of Commencement means the dates stipulated in the Contract for the Commencement of the Service.

1.9 Date of Bid means the date and time on which the bids are due to be deposited in terms of the advertisement calling for bidders.

1.10 NCPG means the Northern Cape Provincial Government.

1.11 NCPT means the Northern Cape Provincial Treasury

1.12 Proposal/bid means a written offer in a prescribed or stipulated form in response to an invitation for the provision of commercial banking services, works or goods to NCPG, through price quotations, advertised competitive bidding processes or proposals;

1.13 Public Finance Management Act, 1999 (Act No. 1 of 1999) means The Public Finance Management Act 1 of1999 as amended hereafter referred to as the Act) prescribes the Framework under which the Banking related functions should be

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conducted in the Province. The attention of bidders are especially drawn to the applicable clauses of the Act to which bidders must comply.

1.14 Responsive bidder means the bidders who meets the mandatory requirements as specified in the bid.

1.15 Service means the establishment, supply and operation of centralised banking services to the Northern Cape Provincial Government under the Contract.

1.16 The Account of the Exchequer of the Province of Northern Cape (hereafter referred to as the Provincial Exchequer Bank Account) means the nominated physical bank account of the Provincial Revenue Fund into which all revenues of the Province are deposited and from which transfers are made in terms of the Act.

1.17 Paymaster-General's Account (hereafter referred to as PMG Account) means a bank account of a provincial department.

1.18 Provincial department as defined it in terms of the PFMA 1 of 1999 as amended.

2 INTRODUCTION

The Northern Cape Provincial Treasury (NCPT) was established in terms of section 17(1) of the Public Finance Management Act (No. 1 of 1999). The NCPT seeks to appoint a competent service provider for the provision of commercial banking services to the Northern Cape Provincial Government (NCPG) for a period of three (3) years with the option to extend for a further period that may not exceed twenty four (24) months. Services must commence on 1st February 2022 or negotiated date.

The NCPT will determine which service provider ("bidder"), if any, are appointed in response to this request for submission of proposals and reserves the right not to appoint the highest scoring bidder based on sound justification in line with the Preferential Procurement Policy Regulation (2017).

3 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to solicit proposal from potential bidders to render commercial banking service requirements that meet the needs of NCPG for the period of three (3) years with the option to extend for a further period that may not exceed twenty four (24) months. It is important that bidders are able to demonstrate their competence to provide the basic commercial banking services as well as working closely with the officials of NCPT as banking requirements develop.

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4 PROVINCIAL OPERATIONAL PROCEDURE

4.1 Provincial Revenue Fund

NCPT is required to maintain, at a commercial bank, a bank account configuration that consists of at least an Exchequer Bank Account and a Paymaster-General (PMG) bank Account.

The sources of Provincial Revenue consists of Equitable Share (in terms of an annual Division of Revenue Act), Own revenue and grants (conditional and unconditional grants) from the National Revenue Fund.

In practice, conditional grants are transferred monthly from the respective National departments.

Equitable share from the National Revenue Fund is credited weekly to the Corporation for Public Deposits and withdrawn daily, as per cash flow requirements. Own revenue is deposited and accounted for in the respective Provincial departments' PMG Accounts, from where it is electronically transferred on a monthly basis, to the Provincial Exchequer Bank Account.

4.2 Basic Accounting System (BAS)

All accounting transactions are accounted for in the Basic Accounting System (BAS), which is used throughout the government. The system has the restriction that only one (1) bank account number per department can be accommodated on the system.

4.3 Reconciliation

Due to the daily volume of transactions of the Provincial Government, it is essential that the Provincial Exchequer and respective PMG Accounts is provisionally reconciled with the records of the bank on a daily basis and a final reconciliation done at month-end.

It is therefore imperative that the Province has direct access to its bank accounts, that bank statements are electronically available and that a daily interface of all bank transactions of respective nominated accounts takes place from the bank's system to the BAS (Basic Accounting System).

4.4 Cash Flow Management

As the NCPT is primarily responsible to ensure that effective cash flow management is maintained, it is required that all bank accounts are linked under a consolidated cash management system to which the Provincial Treasury has access.

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To enhance cash flow management, Provincial Treasury (notwithstanding the restriction of only one PMG account per department) is committed to open separate sub-accounts if necessary, for the provincial departments and/or all other departments, which will have to be accommodated on the bank system of the successful bidder.

5 LEGISLATIVE FRAMEWORK OF THE BID

This RFP has been prepared in accordance with Public Finance Management Act, 1999 (Act, No.1 of 1999) and its Regulations, and all relevant procurement legislation. If there is contradiction with these legislations, the ACT will prevail.

5.1 Tax Legislation

5.1.1 Bidder(s) must be tax compliant at the time of awarding the bid. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

5.1.2 The Tax Compliance status requirements are also applicable to foreign bidder(s) /individuals who wish to submit bids.

5.1.3 It is a requirement that bidder(s) be granted a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

5.1.4 Bidder(s) are required to be registered on the Central Supplier Database and the NCPT shall verify the bidder's tax compliance status through the Central Supplier Database.

5.1.5 Where consortia /joint ventures /sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

5.2 Procurement Legislation

NCPT has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act (No. 1 of 1999), the Preferential Procurement Policy Framework Act (PPPFA) (No.5 of 2000) and the Broad-Based Black Economic Empowerment Act (BBBEE) (No. 53 of 2003) as amended.

5.3 Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

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6. BRIEFING SESSION

A compulsory virtual briefing session will be conducted on 9 June 2021 via Microsoft Teams meeting.

All prospective bidders must make advance bookings by 7 June 2021 by sending an email to clethuli@ncpg.gov.za. Booking is COMPULSORY as it gives prospective bidders access to the COMPULSORY briefing session.

Prospective bidders will be given an opportunity to ask clarity seeking questions via email to clethuli@ncpg.gov.za **between the 10th to 11thof June 2021** pertaining to the tender. Feedback on clarity seeking questions will be emailed on the 15th June 2021 to all bidders that attended the compulsory briefing session.

The tender documents may be downloaded on www.ncpt.gov.za.

All questions posed during the said period will be communicated to all prospective bidder(s) to enable the department to share questions and responses.

7 TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time, is **120** days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on NCPT website and print media	28 May 2021
Booking of virtual compulsory briefing session	7 June 2021
Confirmation of receipt of notification and sending out Microsoft teams meeting link	8 June 2021
Briefing session	9 June 2021
Clarity seeking questions	10 – 11 June 2021
Responses to Clarity seeking questions	15 June 2021
Bid closing date	25 June 2021 at 11:00
Bid Functionality Committee	27 – 28 July 2021
Bid Evaluation Committee	1-2 September 2021
Bid Adjudication Committee	20 – 21 September 2021

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at the NCPT's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the NCPT to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the NCPT

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extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8 CONTACT AND COMMUNICATION

8.1 The bidder(s) must make all enquiries in writing to **C. Lethuli via email at clethuli@ncpg.gov.za**. The delegated office of the NCPT may communicate with bidder(s) for any clarity regarding the bid proposal.

8.2 Any communication to an official or a person acting in an advisory capacity for the NCPT in respect of the bid between the closing date and the awarding of the bid by the bidder(s) is discouraged.

8.3 All communication between the bidder(s) and the NCPT must be done in writing.

8.4 Whilst all due care has been taken in preparation of this bid, the NCPT makes no representations or warranties that the content of the bid or any information communicated to or provided to bidder(s) during the bidding process is, or will be, accurate, current or complete. The NCPT and its employees and advisors will not be held liable with respect to any information communicated which may not be accurate, current or complete.

8.5 If the bidder(s) finds or reasonably believes they found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NCPT (other than minor clerical matters), the bidder(s) must promptly notify the NCPT in writing of such in order to afford the NCPT an opportunity to consider what corrective action is necessary (if any), at the discretion of the NCPT.

8.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NCPT will, if possible, be corrected and provided to all prospective bidder(s) without attribution to the bidder(s) who provided the written notice.

8.7 All persons (including bidder(s)) obtaining or receiving the bid and any other information in connection with the bid or the tender process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

9 LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

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10 COUNTER CONDITIONS

Bidder(s)' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidder(s) or qualifying any bid conditions will result in the invalidation of such bids.

11 FRONTING

11.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemns any form of fronting.

11.2 The Government, in ensuring that bidder(s) conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition, be established during such enquiry/investigation, the onus will be on the bidder/ contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the NCPT may have against the bidder/contractor concerned.

12 SUPPLIER DUE DILIGENCE

The NCPT will conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

13 SUBMISSION OF PROPOSALS

13.1 Bid documents may be posted to Cnr of Knight and Stead Street, Metlife Towers (Post Office building) Room 805, Floor 8, Kimberley, 8300. Bidder(s) who wish to make use of speed services must mark "delivery to counter" and not to private bag/ box. It is the bidder's responsibility to ensure that the courier service delivers their document on time. Bidder(s) may place their bids in the tender box located at the front of the aforesaid address on or before the closing date and time.

13.2 Bid documents will only be considered if received by the NCPT before the closing date and time, regardless of the method used to send or deliver such documents.

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13.3 **The bidder(s) must submit RFP in the following format**

- **One (1) original hard copy clearly marked as " original"**
- **One (1) duplicate electronic copy (either a CD or Memory stick on PDF)**
- **Bid document / proposal to be PDF and price schedule must be an excel sheet**
- **CD/ Memory stick should be clearly marked with Bid number and bidder's name**
- **These must be received by 25 June 2021 at 11:00.**

13.4 Each file must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the files must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBBEE)
1. MANDATORY REQUIREMENTS (Gate 1) **(Refer to section 20.1)**	3. PRICE AND BBBEE EVALUATION (Gate 3) **(Refer to section 20.3 and Annexure A)**
2. FUNCTIONALITY EVALUATION CRITERIA: (Gate 2) **(Refer to section 20.2)**	

13.5 Bidder(s) are requested to initial each page of the tender document on the bottom right hand corner.

14 PRESENTATION / DEMONSTRATION

The NCPT reserves the right to request presentations/demonstrations from the short-listed bidder(s) as part of the bid evaluation process.

15 DURATION OF THE CONTRACT

The successful bidder will be appointed for the period of three (3) years with an option to renew for a further two (2) years.

16 SCOPE OF WORK

The following are the scope of banking services requirement for the Northern Cape Provincial Government:

16.1 The requirements of Northern Cape Provincial Government are that the successful bidder is able to provide the following:

- An efficient and cost effective current account administration service;

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- Enhanced business processes for improved efficiencies resulting in reduced costs;
- Processes and controls to mitigate operational risk and fraud;
- A complete centralised banking service consisting ultimately of main trans-active bank accounts;
- A seamless phased-in implementation of the conversion interface with the successful bidder;
- The provision of appropriate skills training in all spheres of financial services as required by NCPG;
- The ability to handle very large volume transactions.
- The ability to provide innovative and cost effective banking solutions from time to time as the need arises in the banking services operations of the Northern Cape Provincial Revenue Fund.

16.2 The following information is given as a guide and should be used in the preparation of the proposal for determining the price and services required.

(a) The total provincial budget is R19, 023 billion (projected for 2022/2023 financial year) and R19, 928 billion (projected for 2023/2024 financial year).

(b) The estimated number of salaried employees is 28 154

(c) Estimated average EFT/ACB volumes per month is: BAS 7 263; PERSAL 37 873

(d) The estimated manual transfer (bank credit transfers) volumes per month is: 140

(e) Online banking transfers (own and pre-defined) volumes per month is: 55

16.3 The proposals should adhere to the following structure;

- Infrastructure/Geographical Spread (15.3.1)
- Technological Capabilities (15.3.2)
  - Transactional Banking Services (15.3.2.1)
  - Beneficiary Bank Account Verification Service (15.3.2.2)
  - Electronic Banking Services (15.3.2.3)
  - Cash Management Services (15.3.2.4)
  - Foreign Exchange Services (15.3.2.5)
  - Bank Guarantees (15.3.2.6)
- Rental agreements (15.3.3)
- Banking facilities for NCPG and staff (General Short Term Banking Facilities) (15.3.4)
- Implementation and Training (15.3.5)

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16.3.1 INFRASTRUCTURE/GEOGRAPHICAL SPREAD

Bidders must provide details in the format provided below as well as a geographic map depicting their representation in the Northern Cape Province particularly indicating the following:

- The Location (by town, village, townships, or city).
- Number of Branches/sub-branches/service centres.
- Automated Teller Machines (ATMs);

DISTRICT (Must be in line with government demarcation):				
Towns (List villages/townships in the surrounding area separately)	Number of branches	Number of sub-branches	Number of ATMs	Number of Service Centres

Bidders must indicate services rendered at branches/sub-branches/service centres and satellite banks.

Any intention from the bidder to terminate or discontinue any of the above mentioned service points (list the specific service points) within the next 24 months should be indicated in the bid document.

16.3.2 TECHNOLOGICAL CAPABILITIES

Bidders must supply details which support their abilities in the following areas:

16.3.2.1 Transactional Banking Services

Dedicated office and staff situated in Kimberley. NCPT requires that all its bank accounts both current and future be maintained at a banking institution branch in Kimberley. The successful bidder should provide unique client service addressing the requirements of NCPT. The bidder should provide a commitment to offer customised and sustainable banking services in relation to NCPT's needs through dedicated service managers.

16.3.2.2 Requirements for account categories

The following are account requirements but it can be subjected to change:

- 1 x Exchequer Bank Account
- 11 x Paymaster-General Bank Accounts
- Interest Received Bank Account
- Interest Paid Bank Account
- 27 x Petty Cash Accounts

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- 36 x Revenue Accounts
- 1x Debt Collector Account
- Fleet Card Accounts (facilities for Executive Council Members and Traditional Leaders)
- Point of Sale solution
- Drop Box facility

The successful bidder is required to provide a drop box facility solution at dedicated service points on request of the Northern Cape Provincial Government.

All the accounts cited above should comprise of:

- Deposit Identifier (full validation, minimum of 8 digits and/or as per requirement of respective department)
- Miscellaneous reference on third party accounts
- Set-off of credit / debit balances
- Overdraft facility linked to the Exchequer Account
- Access to account balances and ability to transact 24 hours a day
- Comprehensive receipts management functionality (the service provider will be required to provide documentary proof of all deposits into the respective bank accounts)
- Fleet and fuel card facilities

16.3.2.3 Petty cash

The Bidder must be able to provide a Business Cash Card, which can be used to withdraw petty cash from an ATM or branch teller. This Business Cash Card will allow the respective departments, through the NCPT, to appoint nominees who will be enabled to withdraw funds at an ATM or at any bank branch for official purposes.

The banker will be required to act as the central point for coordinating this facility.

The Business Cash Card should have the following features:

- The ability to be linked to the PMG account of the respective department;
- No limit to the actual number of cards that may be issued on the account;
- The respective departments, through the NCPT, will specify to whom a card may be issued;
- Employees nominated by the respective departments are issued with a card, and a unique PIN, and can withdraw amounts, authorised by an authorised official, to a specified daily limit;
- The statement for the business cash account should detail card numbers, dates and amounts drawn; and
- The respective department will be responsible for the reconciliation and the control of the business cards.

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Statements

The bidder must supply bank statements in an acceptable format and/or as prescribed by the NCPT.

The bidder is required to provide electronic statements via e-mail to the designated NCPG officials in the respective departments. As a contingency arrangement, the Bank should be able to provide for the direct delivery of statements (hard copy) to the NCPT to be collected by respective departments. Kindly note that statements must only be delivered to NCPT nominated officials.

The successful bidder must provide supporting documentation, for all accounts held with the bidder, to each department daily.

NCPG departments must be able to download bank statements electronically.

The bank statements are to specifically reflect charges in respect of electronic transactions service fee and cash deposit and/or funds transfer fees alongside each transaction. Other bank charges can appear as separate line items on the statements.

16.3.2.4 Deposits and Deposit identifier

The bidder must supply the respective NCPG departments with a uniquely designed and MIRC encoded deposit books (in triplicate) in accordance with required specifications.

Where no agency/branch facilities are available in a particular area, the bidder will be responsible to negotiate with the other banking institutions for availing facilities in that area at the same tariff as per contract.

Bidders must provide available information on cash deposit machines or alternative solution relating to cash deposits. Information must include specifications/functionality such as coins and notes (daily collection and banking).

The bidder must be able to provide a deposit identifier on the respective departments deposits which incorporates a deposit identifier validation routine in order to facilitate identification and reconciliation of all deposits made into the respective PMG Accounts.

16.3.2.5 Cash-in-transit

The successful bidder must provide a cash-in transit facility as and when required by NCPT. In cases where the bidder does not have a local branch in a particular town/location it should be the bidder's responsibility to provide cash-in-transit facility or alternative solution for daily deposits.

16.3.2.6 Charges and fees

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All charges relating to transactions on a respective bank account must be charged to the relevant bank account.

Detailed reconcillations of all charges on bank statements must be compiled and submitted to NCPG departments on a monthly basis. The bidder must provide supporting documentation to NCPT for verification of charges.

Annual escalation of service fees to be linked to CPI of the base month of August according to Statistics South Africa after the commencement date. For example, if the commencement date is 1st February 2022, the CPI rate of August 2022 will be used for the pricing review effective 1st February 2023.

16.3.2.7 Point of Sale devices

Point of sale devices must be installed where they are required which will accept credit, debit and other cards and must be linked to the respective PMG accounts.

The bidder must indicate the ability to provide linkage of more than one device to a GPRS network.

The bidder must indicate the risk and security measures in different types of cards.

Daily reports should be made available per department for reconciliation purposes.

16.3.2.8 Enquiries

Enquiries must be dealt with within 24 hours. For account enquiries, dedicated telephone assistance and email assistance must be made available to the NCPG departments. The successful bidder will be required to establish a dedicated after hour service line e.g. fuel cards enquiries, etc.

16.3.2.9 Electronic Banking Services

NCPG expects that the successful bidder must understand, identify its needs and provide innovative solutions. The ability to use real-time systems that provides cash management, payments and receipts solutions. These solutions must have built-in efficiencies that minimises costs and improved controls resulting in a reduction in operational risk and fraud.

16.3.2.10 Payments Management (online banking and bulk electronic funds transfer)

The following is imperative for the management of payments and the bidder should be able to:

a) Bulk Electronic Fund Transfer (host-to-host)

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- indicate the timeframe until when electronic payments can be stopped.
- process payments and/or collections electronically from accounts held at one or more commercial banks.
- have solution / system that must have existing capacity to perform the proposed functionality on Government transversal applications namely BAS, Persal and LOGIS which uses client server and mainframe systems.

- have an electronic banking system that links to National Treasury and BANKSERV (host-to-host).
- meet the requirements in respect of an electronic interface for all Bank Accounts (including all banking transactions) with the province's accounting systems e.g. Basic Accounting System and PERSAL, on a daily basis.
- have processes in place to enable NCPT to send and receive all creditor and salary payments in bulk format.
- process all transactions timeously and securely
- report on BANKSERV transactions to be provided electronically on a daily basis including all unpaid payments per account.
- provide stringent authorisation, validation and security controls to enhance data integrity.
- provide efficient management and cost effective processes to reduce risk.

b) On-line banking facility

- Facilitate the secure and timeous movement of funds.
- Install an online electronic banking system which is in line with the minimum security standards for e.g. frequent changing of passwords, and provide the necessary training.
- Indicate the timeframe until when electronic payments can be stopped.
- provide a banking solution for the electronic processing of bank credit and/or funds transfers in line with National Treasury's instruction note 1 of 2014/15 regarding the prohibition of internet payments,
- Provide stringent authorisation, validation and security controls to enhance data integrity.

c) Transactions and Balances

- To provide on-line real-time account balance and transaction enquiries;
- To provide real-time transaction search capabilities; and
- To provide transaction history (list of transactions) storage retrieval for up to 180 calendar days.

d) Electronic Funds Transfers

- Payments to beneficiaries to be effected in real-time;
- Payments to beneficiaries to other banks to be effected on a same day , if effected by 16h00 weekdays and 10h00 on Saturdays;

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- A pre-defined account facility to ensure that payments are only made to beneficiaries that have been specifically loaded on a payments database which is held on the system;
- Inter-group transfers between NCPG's own bank accounts;
- Allow for payments to be made retro (effective date backdated);
- Proof of payment and audit trail must be available on the on-line banking system;
- Referencing is available for all transactions simplifying bank reconciliations; and
- Data import capabilities.

e) Statements and reconciliation management
- The Bidder should provide the automatic downloading of electronic banking statements for subsequent import.

f) Electronic delivery and systems interface
- The successful bidder should ensure that all available options of communicating with the Bank's mainframe are set out with costs in the bid.
- A proposed host-to-host link option to be made available to NCPG in order to facilitate high volume processing for electronic salary payments, creditor payments, funds transfers, debit collections and electronic statements.

16.3.2.11 CASH MANAGEMENT SERVICES

- The Cash Management System must play a role in optimising cash balances and reducing costs associated with the management and movement of funds. The system must allow NCPT to set up accounts and consolidate them at various reporting levels. The consolidation must allow for the set-off of debit and credit balances without the need to transfer balances daily from accounts that have credit to those accounts that are in overdraft.
- Comprehensive statement, transaction enquiry and reporting facilities must be available via file transmission for direct interface with respective department's financial and accounting system that will allow the NCPT to keep strong administrative and accounting control over banking accounts.

16.3.2.12 Interest Calculation, Distribution and Applicable Rates

- The interest earned or paid by NCPT must be calculated on the consolidated daily balance. The interest earned or paid is to be paid or charged to a designated interest account for cash management purpose.
- NCPT should have the ability to stipulate the interest payment date, which should be able to have the flexibility to be any prescribed date and also to vary from month to month.
- The bidder should provide details of interest rates that would apply to the NCPT. E.g. prime rate plus or minus certain percentage.

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16.3.2.13 Movement of funds in the consolidated cash management pool

- The ability to effect real time transfers with built-in security controls which prevent unauthorised movement of funds, including an audit trail report which records all additions, amendments, authorisations of transfers and the date and time of each transaction.

16.3.2.14 Cash Management Reporting

- To facilitate administrative and accounting functions, online and/or hardcopy reports must be available that give, amongst other information, the daily net cash position of NCPG (both interim and final balances), the daily and month to date aggregate interest, overdraft limits, individual account transaction history, audit trails, distribution of interest reports, where appropriate.

16.3.2.15 Management of the Consolidated Cash Management Portfolio

- The management of the consolidated cash management portfolio must include the maintenance of the account hierarchies of the cash management group, which may be required from time to time based upon the evolving needs of the NCPG and its operations.
- The bidder should have competent support office staff to monitor and implement any changes to the portfolio that is required to ensure that on an ongoing basis the NCPG's requirements are fully met.

16.3.2.16 Foreign Exchange Services

- Daily foreign exchange information to be made available online or electronically to designated NCPG staff.
- The bidder should be able to provide a service to the NCPG departments whereby international funds transfers can be facilitated as well as foreign currencies be arranged for abroad travel by officials.

16.3.2.17 Bank Guarantees

- The bidder should be able to issue guarantees on behalf of NCPG in favour of third parties on request.

- The bidder must furthermore (on a quarterly basis on or before the 15th of the month following the quarter) provide the following information regarding the province's liability towards guarantees used for housing bonds: surname, initials, Identity number, account number, original date of guarantee, original guarantee amount, original loan amount, arrears, current guarantee amount, release date of guarantee and reason for liability if not released after 5 years.

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16.3.3.1 Rental Agreements

The bidder should be able to offer various customised asset based financial solution for the growing capital and operational equipment needs of the NCPG.

16.3.3.2 IMPLEMENTATION AND TRAINING

16.3.3.3 Sufficient time frames for implementation and training of the various solutions should be planned by the bidder and indicated accordingly. The bidder should Identify training requirements and arrange the necessary training in consultation with NCPT and provide manuals for all users.

16.3.3.4 A contractual agreement in the form of a Service Level Agreement, incorporating back up procedures and processes particularly with regard to electronic funds transfers, between NCPT and the bidder should be in place at commencement of the contract. All parties should attend to the legal documentation and the signing thereof.

16.3.4.3 Bidder to indicate the dedicated technical team to facilitate the smooth transition of banking services to the NCPG.

The team will then be responsible for:
- All-inclusive seamless installation of all solutions;
- Transactional Banking Solutions;
- Electronic Banking Solutions;

Furthermore a dedicated specialist Electronic Banking Manager should attend to the following:
- Ensure correct set up and optimisation of the Cash Management System structure;
- Identify all additional system (s) interface requirements for electronic statements and electronic fund transfers;
- Identify Cash Management, Payments Management and Internet Banking additional access requirements across the NCPG departments including the institutional and remote requirements and the installation thereof;
- Liaise with appropriate officials regarding interfaces into the respective NCPG department's line of business application and text files that can be imported into other applications;
- Identify, in consultation with the NCPT, all access levels, authorities, profiles and limits for users requiring access to the Electronic Banking system and Bulk Funds Transfer (ACB).

17. PRICE SCHEDULE (SEE ATTACHED ANNEXURE A)

This section of the specification must be completed by all bidder(s) as failure to comply shall lead to disqualification.

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18. Bidders are requested to quote firm prices effective 1 February 2022. The pricing shall be fixed for one year thereafter and price increases are to be negotiated at CPI index.

18.1 The period, for which these prices shall be effective, together with the dates of future annual reviews and their notice periods shall be shown.

18.2 Any future increase in these prices during the three-year contract period shall be CPI linked. Bidders should use Statistics South Africa CPI index, which shall be used for calculating any future annual price increases on the dates of annual review.

18.3 NOTE: CPI applicable will be the annual inflation rate published for August annually by Statistics South Africa.

18.4 Any costs applicable to implementation on new banking systems and procedures, including the cost of training NCPG staff, computer software and hardware etc. should be shown separately from transaction costs.

18.5 Bidders may decide to bid in any method that enables cost comparisons to be made. In other words the bidder MUST bid by item. Additional prices must be set out on a separate schedule, and under the heading: "Price schedule of quantities of services to be rendered."

18.6 Bidders must ensure that their pricing covers all relevant banking services required by NCPT.

19 CSI SCHEDULE – ANNEXURE B

In an endeavour to achieve the above-mentioned ideals, NCPG has identified Corporate Social Investment (CSI) as one of the significant drivers and enablers in addressing socio-economic and environmental challenges facing local communities across the province.

20 EVALUATION AND SELECTION CRITERIA

The NCPT has set minimum standards (Gates) that a prospective bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Mandatory requirements (Gate 1)	**Functionality Evaluation Criteria (Gate 2)**	**Price and BBBEE (Gate 3)**
Bidder(s) must submit all documents as outlined in the table below. Only bidder(s) that comply with mandatory requirements will proceed to Gate 2.	Bidder(s) are required to achieve a minimum of 70 points out of 100 to proceed to Gate 3.	Bidder(s) will be assessed on price and BBBEE score.

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20.1 Gate 1: Mandatory Requirements

Without limiting the generality of the NCPT's other critical requirements for this bid, prospective bidder(s) must submit the documents listed in the table below.

All documents must be completed and signed by the duly authorised representative of the prospective bidder(s).

During this phase, bidder(s)' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Documents that must be submitted	Non-submission may result in disqualification	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status **Tax Clearance Certificate**	YES	In the event where the bidder submits a hard copy of the Tax Clearance Certificate, the Central Supplier Database (CSD) verification as well as SARS e-filing verification outcome will take precedence. At award, the successful bidder must be tax compliant on CSD and/ or SARS e-filling
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Originally certified BBBEE certificate issued by accredited agencies. **Preference Point Claim Form SBD 6.1**	NO	Bidder(s) are required to prove their BBBEE status Level
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document
Registration on Central Supplier Database (CSD)	YES	Bidder(s) must be registered as a service provider on the CSD. If a bidder is not registered, proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration and CSD Master Registration Number (MAAA…)
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A in a separate envelope

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CSI Pricing Schedule	YES	Submit full details of the CSI pricing proposal as per Annexure B in a separate envelope
Membership of the South African Banking Council	YES	Bidders to provide proof of membership
Membership of a recognized Clearing House	YES	Bidders to provide proof of membership
National Credit Regulation Certificate	YES	Bidders to provide proof of registration

20.2 Gate 2: Functionality Evaluation Criteria = 100 points

All bidder(s) are required to respond to the functionality evaluation criteria scorecard as indicated below. Only bidder(s) that have met mandatory requirements (Gate 1) will be evaluated in Gate 2 for functionality.

A bidder that scores less than 70% for functionality will be regarded as non-responsive and will be disqualified. All bidder(s) who receive 70% and more for functionality will further be evaluated on points for price and BBBEE score

The criteria that will be considered for determining functionality include:

Criteria	Guidelines for criteria application	Document as evidence	Weight
Past Experience	• Relevant experience with regards to the provisioning of commercial banking services to provincial government.	- At least five (5) years written trade reference.	15
Team Capacity	• After hours services. • Number of available technical team members responsible for: - All-inclusive seamless installation of all solutions; - Transactional Banking Solutions; - Electronic Banking Solutions; - Employee Personal Preference Package solutions • Public sector head office in Kimberley	- Organogram - Proposal	15
Financial Stability	• Audited annual financial statements for last two (2) financial years • Profit record and capitalisation • Presence of strong shareholder support • Short term ratings • Long term ratings • Legal rating	- Audited annual financial statements for last two (2) financial years - Bank credit rating certificates	10

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Geographical spread/Infrastructure (Footprint)	Bidders must provide a geographic map depicting their representation in the Northern Cape Province particularly indicating the following: • Location (by town, village, townships, or city) • Number of Branches/sub-branches/service centres. • Automated Teller Machines (ATMs)	- Geographical maps	15
Technological capabilities - Bidders will be required to demonstrate the technological potential as part of the presentation to be made to the functionality committee.	Bidders must supply details which support their abilities in the following areas: • Transactional Banking Services Beneficiary Bank Account Verification Service • Electronic Banking Services • Cash Management Services • Foreign Exchange Services	- Proposal or another document	30
Corporate Social Investment (CSI)	Commitment of the bank to the government's macro-economic strategy for growth and development: • Financial Support and Capacity Building Programmes in the Province. • Financial and non-financial support to focus groups. Details of CSI programmes. (Refer to Annexure B). • Demonstration of financial and non-financial support on previous, current and future commitment	- Annexure B - Annual Financial Statements - Any applicable document	15

20.2 1 Scope for Presentation

It is important that bidders are able to demonstrate their competencies to provide the basic commercial banking needs of the NCPG as a whole.

In particular bidders shall demonstrate their ability to handle the following:

a) The daily aggregation of all deposit and EFT payments.

b) The ability to interface daily with the Basic Accounting System (BAS) or any main financial system to enable electronic reconciliation to take place.

c) The ability to provide on-line facilities.

d) The capacity to train and support NCPG officials in especially investments on money and capital markets, other financial instruments and debt management.

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e) IT systems back up facilities
f) Ability to prevent, detect and report any suspected fraud.

20.2.2 Bidder must therefore also demonstrate that apart from preferences that may be applicable in terms of the Preferential Procurement Policy Framework Act (PPPFA), bidders must provide information on the following:

- Bidders must outline their adherence to Employment Equity.
- The NCPG is obliged, within all bidders, to enter into contract with business partners who display ongoing commitment to the government's socio-economic policies and objectives.

These involve a commitment to internal transformation adhering to employee equity. The preferred business partner will also show commitments to the following externally oriented issues:

1) Sub-contracting to small, medium and micro-enterprises and emerging companies owned by previously disadvantaged individuals (PDI's)

2) Increasing accessibility of PDI's and their communities, to the full range of services offered by the institution, including e.g. loans to SMMEs.
3) Skills transfer programmes for the duration of the contract
4) Social investment aimed at e.g. economic empowerment drives within PDI communities

To this end, all bidders are expected to report on their progress in these fields, and to indicate future goals. The successful bidder will be obliged to submit reports, at agreed intervals, on their progress towards meeting these goals. The extent, to which bidders have complied with these requirements, will constitute a major factor in the awarding of the bid.

20.2.3 Furthermore, it will also be required of the successful bidder to submit the first report on actual progress regarding the corporate social investment in the NCPG after the contract has been in operation for six (6) months and thereafter a second report before the first twelve (12) months expire. For the remainder of the contract period the bidder will be required to submit detailed reports bi-annually, during July and December respectively.

20.3 Gate 3: Price and BBBEE Evaluation

Either the 80/20 or 90/10 preference points will apply and the lowest acceptable tender will be used to determine the applicable preference points.
(80+20) or (90+ 10) = 100 points

Only bidder(s) that have met the 70 point threshold in Gate 2 will be evaluated in Gate 3 for price and BBBEE. Price and BBBEE will be evaluated as follows:

In terms of Regulation 6 of the Preferential Procurement Regulations 2017pertaining to the Preferential Procurement Policy Framework Act (5 of 2000), responsive bids will be adjudicated on the 80/20 or 90/10 preference point system in terms of which points are awarded to bidder(s) on the basis of:

- The bid price (maximum 80/ 90 points)
- B-BBEE status level of contributor (maximum 20 points)

Criteria	Points
Price Evaluation $Ps = 80/90\left(1-\frac{Pt-P\min}{P\min}\right)$	80/90

The following formula will be used to calculate the points for price:

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid

20.3.2 Stage 2 – BBBEE Evaluation (20 or 10 Points)

a. BBBEE Points allocation

A maximum of 20 or 10 points may be allocated to a bidder for attaining their BBBEE status level of contributor in accordance with the table below:

BBBEE Status Level of Contributor	Number of Points 20	Number of Points 10
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

BBBEE points may be allocated to bidder(s) on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- Originally certified B-BBEE Certificate
- Original sworn affidavits

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b. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture will qualify for points for their BBBEE status level as a legal entity, provided that the entity submits their originally certified BBBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their BBBEE status level as an unincorporated entity, provided that the entity submits their consolidated BBBEE scorecard as if they were a group structure and that such a consolidated BBBEE scorecard is prepared for every separate bid.

Bidder(s) must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The NCPT will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the lead partner and the joint venture and/or consortium party. The agreement must also clearly identify the lead partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

Standard bidding documents (SBD) forms to be completed by each company.

c. Sub-contracting

This tender is not feasible for sub-contracting.

21 GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which NCPT is prepared to enter into a contract with the successful bidder(s).
b. The bidder submitting the General Conditions of Contract to NCPT together with its bid, duly signed by an authorised representative of the bidder.

22 CONTRACT PRICE ADJUSTMENT

No contract price adjustments will be allowed once the award has been made.

23 SERVICE LEVEL AGREEMENT

Upon award, the NCPT and the successful bidder will conclude a Service Level Agreement (SLA) regulating the specific terms and conditions applicable to the services being procured by the NCPT.

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24 SPECIAL CONDITIONS OF THIS BID

The NCPT reserves the right:

a. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
b. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price, without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
c. To accept part of a tender rather than the whole tender.
d. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
e. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
f. To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
g. to extend for a further period that may not exceed twenty four (24) months.

25 REQUIRED DECLARATIONS FROM BIDDER(S)

In the bidder's technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the NCPT;
b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
c. Act with circumspection and treat the NCPT fairly in a situation of conflicting interests;
d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the NCPT;
f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
g. To conduct their business activities with transparency and consistently uphold the interests and needs of the NCPT as a client before any other consideration; and
h. To ensure that any information acquired by the bidder(s) from the NCPT will not be used or disclosed unless the written consent of the client has been obtained to do so.

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26 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The NCPT reserves its right to disqualify any bidder who either itself or any of whose members, indirect members, directors or members of senior management, whether in respect of the NCPT or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of NCPT's officers, directors, employees, advisors or other representatives;
d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
g. has in the past engaged in any matter referred to above; or
h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

27 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that NCPT relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by NCPT against the bidder notwithstanding the conclusion of the Service Level Agreement between NCPT and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the

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Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

28 PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing NCPT, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

29 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, NCPT incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds NCPT harmless from any and all such costs which NCPT may incur and for any damages or losses NCPT may suffer.

30 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

31 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. NCPT shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this bid process.

32 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. NCPT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to NCPT, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

33 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. NCPT reserves the right to withdraw an award, or cancel a contract concluded with a

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bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institutio

34 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

35 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with NCPT's examination and evaluation of a tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender.

This bid and any other documents supplied by NCPT remain proprietary to NCPT and must be promptly returned to NCPT upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure NCPT's written approval prior to the release of any information that pertains to

(i) the potential work or activities to which this bid relates; or

(ii) (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

36 NCPT PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any NCPT proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

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Northern Cape Provincial Government
PROVINCIAL TREASURY
NCPT

ANNEXURE A - SCHEDULE OF PRICE QUANTITIES OF SERVICES TO BE RENDERED

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID i.e. 27 December 2021

NOTE:
- Kindly indicate whether you attended the compulsory information session YES/NO

- The bid is for the provision of commercial banking services which would be rendered to the Northern Cape Provincial Government involving the Exchequer and Paymaster-General accounts.

- Bid price must be in SA currency

ITEM NO.	DESCRIPTION	QUANTITY	PRICING (INCLUSIVE OF VAT)
ACCOUNT CHARGES			
1	**Deposits**		
1.1	Unique MICR encoded (50 forms in triplicate)	Per book	
1.2	Correcting an error on deposits	Per deposit	
1.3	Items received but not listed	Per item	
1.4	**Fees for postal and money orders (in addition to cash deposit fee)**		
1.4.1	Percentage of value		
1.4.2	Minimum fee	Per transaction	
1.5	**Cash deposit fee:**		
1.5.1	Bulk Cash Centres – per R100	Per R100 and maximum	
1.5.2	Branch Network – per R100	Per R100 and maximum	
1.6	**Referenced deposit fees (deposit identifier):**		
1.6.1	Once-off set-up fee	Per reference	
1.6.2	*Validation charges:*		
1.6.2.1	Alphanumeric	Per reference	

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1.6.2.2	Modulus	Per reference	
1.6.3	Transaction charge	Per reference	
1.6.4	*Charges for agent banks*		
1.6.4.1	Once-off set-up fee	Per reference	
1.6.4.2	Validation charges - Alphanumeric	Per reference	
1.6.4.3	Validation charges - Modulus	Per reference	
1.7	**Cash in transit services**		
1.7.1	*Where no local branch exist per 50km*		
1.7.1.1	Third party deposit:		
	Mileage	Per 50km	
1.7.1.2	Frequency	Five days a week	
1.7.1.3	Value of deposit	< R10 000	
		R10 000 ≤ R 50 000	
		> R50 000	
1.7.1.4	Insurance	Amount per month	
1.7.2	*Where no local branch exist per 100km*		
1.7.2.1	Mileage	Per 100km	
1.7.2.2	Frequency	Twice a week	
1.7.2.3	Value of deposit	< R10 000	
		R10 000 ≤ R50 000	
		> R50 000	
1.7.2.4	Insurance	Amount per month	

2 Interest Rates

2.1	On credit consolidated bank balance	%	
2.2	On debit consolidated bank balance	%	
2.3	Commitment fee for unutilized overdraft facilities	%	
2.4	Overdraft facility fee	%	
2.5	**Overnight facility:**		
2.5.1	Activation fee	Amount	
2.5.2	Interest rate	%	

3 Cash Management

3.1	*Credit Interest Group (CMCR)*		
3.1.1	Per Account	Amount	
3.1.2	Monthly Minimum	Amount	
3.1.3	Monthly Maximum	Amount	
3.2	*Cash Management Reports*		
3.2.1	Monthly interest report	Per report	
3.2.2	Additional daily report	Per report	
3.2.3	Additional weekly report	Per report	

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3.3	*Group Back Dating*		
3.3.1	Manual Back Dating of Interest - charge	Amount	
3.4	*Ad hoc*		
3.4.1	Interest paid/charged other than month-end	Amount	

4 Manual Payment and Transfers

4.1	From own accounts– to linked accounts in profile		
4.1.1	Payments>R 1 million	Per transfer	
4.1.2	Payments > R 5 million	Per transfer	
4.1.3	Payments < R 1 million	Per transfer	
4.2	From own accounts – other linked accounts		
4.2.1	Payments>R 1 million	Per transfer	
4.2.2	Payments > R 5 million	Per transfer	
4.2.3	Payments < R 1 million	Per transfer	
4.3	Other banks	Per transfer	
4.3.1	Payments>R 1 million	Per transfer	
4.3.2	Payments > R 5 million	Per transfer	
4.3.3	Payments < R 1 million	Per transfer	

5 Other Banking Services

5.1	Minimum monthly service fee	Per account	
5.2	Amendment to mandates	Per mandate	
5.3	Auditor reports: per report (flat fee)	Per report	
5.4	Verification of housing guarantees	Per guarantee	
5.5	*Bankers' Codes:*		
5.5.1	Full general (including bank code) - own account	Per report	
5.5.2	Full general (including bank code) - other banks	Per report	
5.5.3	Full general (including bank code) - international banks	Per report	
5.5.4	Bank codes (per code) - own account	Per code	
5.5.5	Bank codes (per code) - other banks	Per code	
5.5.6	Bank codes (per code) – international banks	Per code	
5.6	Certificates of balance: per account	Per account	
5.7	*Account verification – manual (Entities):*		
5.7.1	Own account validation	Per entity	
5.7.2	Other banks	Per entity	
5.8	*Stop orders – manual:*		
5.8.1	Capture of original instruction	Per stop order	
5.8.2	Amendment / early redemption	Per stop order	
5.8.3	Per payment transaction charge	Per stop order	

Initial_____

5.9	Letters of good standing	Per letter	
5.10	Letters to the embassies for Visa applications	Per letter	

6 Enquiries

6.1	Enquiries on deposits – copies of deposits – deposited at branches (correctly captured by branch network) per deposit	Per deposit	
6.2	*Copies of documents – originally supplied with statements i.e. debit vouchers per document:*		
6.2.1	Dated less than 3 months	Per document	
6.2.2	Older than 3 months	Per document	
6.3	Other transactional queries older than 3 months	Per transaction	

7 Statements

7.1	E-mailed statements per account	Per email address	
7.2	Faxed statements per account	Per fax number	
7.3	Recreated statement per account	Per statement	

AUTOMATED CLEARING BUREAU CHARGES (HOST-TO-HOST)

1 Account charges

1.1	*Credits:*		
1.1.1	SSV / Dated Service - 1 day	Per transaction	
1.1.2	SSV / Dated Service - 2 day	Per transaction	
1.2	*Debits:*		
1.2.1	SSV / Dated Service	Per transaction	
1.3	Charge for transactions exceeding R5 million	Per transaction	
1.4	Unpaid transactions	Per transaction	
1.5	Redirect transactions	Per transaction	

2 Recall fees (subject to BANKSERV rules)

2.1	Recall from own bank warehouse (1 day before action date)	Per file	
2.2	Recall from own bank warehouse (1 day before action date)	Per item	
2.3	Recall before reaching BANKSERV	Per file	
2.4	Items recalled before reaching BANKSERV	Per item	
2.5	File recall after reaching BANKSERV (Reversal)	Per file	

3	**Disputed items**	**Per item**	

4 Test file

Initial_____

4.1	At implementation	Per file	
4.2	After implementation	Per file	

5 Monthly Access Fee

5.1	Access charge per BANKSERV user code	Per code	
5.2	Implementation fee / Once off set-up fee	Per code	

6	**Software installation**	Per terminal	

7	**Statement download**		
7.1	Set up fee	Per set up	
7.2	Statement download (flat rate)	Per account, per month	

8 Training and support fees

8.1	*User training :*		
8.1.1	Initial training	Per session	
8.1.2	Additional training	Per session	

9 Account verification (bank credit transfers above R1 million)

9.1	Own account validation	Per account	
9.2	Other banks	Per account	

10	**Special limit usage**		
10.1	On request	Per item	
10.2	On every transmission	Per item	
10.3	Daily	Per item	
10.4	Weekly	Per item	
10.5	Monthly	Per item	

ONLINE/INTERNET BANKING

1 Transaction Fees

1.1	Initial registration	Once off	
1.2	Monthly fee	Monthly	
1.3	Payments: Same Day Soonest Value		
1.3.1	Debits	Per transaction	
1.3.2	Credits	Per transaction	
1.4	Payments: Dated Service		
1.4.1	Debits	Per transaction	
1.4.2	Credits	Per transaction	
1.5	Inter Group Transfers (Exchequer and PMGs)	Per transaction	
1.6	Same day settlement- Payments >R5m		
1.6.1	Own accounts	Per transaction	
1.6.2	Other banks	Per transaction	

Initial_____

1.7	Same day settlement – Payments ≤R5m		
1.7.1	Own accounts	Per transaction	
1.7.2	Other banks	Per transaction	

2	**Monthly Access Fees**		
2.1	Per operator/system manager	Per account	

3	**Implementation fee/Once off set up fee**	Per terminal	

4	**Training**		
4.1	Initial training	Per session	
4.2	Additional training	Per session	

5	**Onsite support per call-out (per client request only, service point in Kimberley)**		
5.1	Onsite call out fee	Per session	
5.2	Mileage above 50km radius	Per kilometre	

6	**Recall fees (subject to BANKSERV rules)**		
6.1	Reversals	Per item	
6.2	Disputed Items	Per item	

7	**Data Storage**		
7.1	*Statement History*		
7.1.1	60 Days	Flat rate per month	
7.1.2	90 Days	Flat rate per month	
7.1.3	120 Days	Flat rate per month	
7.1.4	150 Days	Flat rate per month	
7.1.5	180 Days	Flat rate per month	
7.1.6	>180 Days	Flat rate per month	
7.2	*History of transfers, un-nominated and nominated payment batches*		
7.2.1	40 Days	Flat rate per month	
7.2.2	60 Days	Flat rate per month	
7.2.3	90 Days	Flat rate per month	
7.2.4	120 Days	Flat rate per month	
7.2.5	150 Days	Flat rate per month	
7.2.6	180 Days	Flat rate per month	
7.2.7	>180 Days	Flat rate per month	

8	**Confirmation of payments**		
8.1	SMS	Per sms	
8.2	E-mail confirmation	Per e-mail	
8.3	Fax confirmation	Per confirmation	

9	**Other fees**		
9.1	Query fee older than 1 year	Per transaction	
9.2	Reactivation/re-set of password per Administrator	Per instruction	
9.3	Reactivation/re-set of password per Online User	Per instruction	
9.4	User validation reports	Per report	

Initial_____

POINT OF SALE DEVICES

1	**Point of sale device**		
1.1	*Installation (once off)*		
1.1.1	Stand alone	Per device	
1.1.2	Mobile	Per device	
1.2	*Rental per month - Stand-alone device*		
1.2.1	1-50 devices	Per device per month	
1.2.2	51-100	Per device per month	
1.2.3	101-150	Per device per month	
1.2.4	151-200	Per device per month	
1.2.5	> 200	Per device per month	
1.3	*Rental per month - Portable device*		
1.3.1	1-50 devices	Per device per month	
1.3.2	51-100	Per device per month	
1.3.3	101-150	Per device per month	
1.3.4	151-200	Per device per month	
1.3.5	> 200	Per device per month	
1.4	*Rental per month - Devices with extended pin pad*		
1.4.1	1-50 devices	Per device per month	
1.4.2	51-100	Per device per month	
1.4.3	101-150	Per device per month	
1.4.4	151-200	Per device per month	
1.4.5	> 200	Per device per month	

2	**Linkage of more than one device to a GPRS network**		
2.1	GPRS Network Installation Fee	Per device	
2.2	Monthly fee	Per network device	
2.3	Reconnection fee	Per device	

3	**Service fee**		
3.1	Credit Cards	Percentage	
3.2	Debit Cards	Percentage	
3.3	Hybrid Cards	Percentage	
3.4	Stationery (Tally rolls, etc)	Per item	

Initial_____

4 Training

4.1	Initial training	Per session	
4.2	Additional training	Per session	

5 Onsite support per call-out (per client request only, service point Kimberley)

5.1	Onsite call out fee	Per session	
5.2	Mileage above 50km radius	Per kilometre	

FOREIGN EXHANGE AND TRADE

1 Foreign exchange payments received - bills and electronic transfers

1.1	Commission	Percentage	
1.2	Minimum Charge	Per transaction	
1.3	Maximum Charge	Per transaction	

2 Foreign Exchange Payments Made - Bills, Drafts and Electronic Transfers

2.1	Commission	Percentage	
2.2	Minimum Charge	Per transaction	
2.3	Maximum Charge	Per transaction	
2.4	Electronic (SWIFT) / Draft Charge	Per transaction	
2.5	Unpaid / Return Fee	Per transaction	
2.6	Recall or Stop Payment Fee	Per transaction	
2.7	Settlement Instructions	Per payment	

3 International Travel Card (Cash Passport)

3.1	Initial Card Fee	Per card	
3.2	Commission	Percentage	
3.3	Minimum Charge	Percentage	
3.4	Delivery Fee	Per card	

4 Buying - In Branches

4.1	Travelers Cheques	Per cheque	
4.2	Commission	%	
4.3	Minimum Charge	Amount	

5 Selling – Branches

5.1	Travelers Cheques	Per cheque	
5.2	Commission	%	
5.3	Minimum Charge	Amount	

6 Queries

6.1	0 to 3 Months	Per query	
6.2	Longer than 3 months	Per query	

7 Past Due Deals

7.1	Charge per day	Per day	
7.2	Plus per day Admin Fee	Per day	

8 Cross border payments invoiced in Rand

8.1	Commission	%	
8.2	Minimum Charge	Amount	

9 Other Services

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9.1	Guarantees	Per guarantee, per annum	
9.2	*Foreign Bills*		
9.2.1	Imports	%	
9.2.2	Exports	%	
9.3	*Letters of Credit*		
9.3.1	Letters of Credit: Sight	Per letter	
9.3.2	Letters of Credit: Usage	Per letter	

PETTY CASH CARDS

1	**Annual card fee**	Per card	
2	**Replacement fee**	Per card	
3	**Transaction fee: Withdrawals at ATM**	Per transaction	
4	**Transaction fee: Withdrawals at Branch**	Per transaction	
5	**Transaction fee deposits**		
5.1	EFT	Per deposit	
5.2	Online Banking	Per deposit	
5.3	Cash	Per deposit	
6	**Statement fees**		
6.1	Own ATM	Per statement	
6.2	Other ATM	Per statement	
6.3	Branch	Per statement	
7	**Balance enquiries**		
7.1	Own ATM	Per enquiry	
7.2	Other ATM	Per enquiry	
7.3	Branch	Per enquiry	
8	**Minimum fee (if applicable)**	Per card	
9	**Changes to account limits**	Per instruction	
10	**Statement reprint**	Per page	
11	**E-mail statements**	Per statement	
12	**Post statements**	Per statement	

TRAVEL LODGE CARD

1	**Annual card fee**	Per card	
2	**Replacement fee**	Per card	
3	**Transaction fee: Purchases/Payments**	Per transaction	
4	**Transaction fee deposits**		

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4.1	EFT	Per deposit	
5	**Statement fees**	Per statement	
6	**Balance enquiries**	Per enquiry	
7	**Replacement fee**	Per card	
8	**Changes to account limits**	Per instruction	
9	**Statement reprint**	Per page	
10	**E-mail statements**	Per statement	
11	**Post statements**	Per statement	

FLEET CARD

1	**Annual card fee**	Per card	
2	**Replacement fee**	Per card	
3	**Transaction fee: Purchases/Payments**	Per transaction	
4	**Transaction fee deposits**		
4.1	EFT	Per deposit	
5	**Statement fees**	Per statement	
6	**Balance enquiries**	Per enquiry	
7	**Replacement fee**	Per card	
8	**Changes to account limits**	Per instruction	
9	**Statement reprint**	Per page	
10	**E-mail statements**	Per statement	
11	**Post statements**	Per statement	

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Northern Cape Provincial Government
PROVINCIAL TREASURY
NCPT

ANNEXURE B – CORPORATE SOCIAL INVESTMENT

It is defined as a process whereby organizations meet their needs for goods, services, works and utilities in a way that achieves value for money on a whole-life cycle basis in terms of generating benefits not only to the organization, but also to society and economy, whilst minimizing damage to the environment.

In an endeavour to achieve the above-mentioned ideals, Provincial Treasury has identified Corporate Social Investment (CSI) as one of the significant drivers and enablers in addressing socio-economic and environmental challenges facing local communities across the province.

CSI is generally used to describe the "concept" whereby companies integrate social, economic and environmental concerns in their business operations and in their interactions with their stakeholders on a voluntary basis.

Key drivers for the realization of vision 2040: Modern Growing and Successful Province

- Education
- Health
- The creation of decent work and sustainable livelihoods
- Rural development, food security and land reforms
- The fight against crime and corruption
- Environmental issues (green environment)
- Economic development
- Infrastructure development and maintenance related programmes

Terms

Once the bid has been awarded EXCO will then pronounce on programmes to be funded and outline implementation and monitoring mechanisms.
NCPT reserves the right to implement the projects in line with the provincial timeframes, even in instances were such contradicts the timeframes indicated in the bid response.

CSI PROGRAMMES	MEASURABLE TARGETS				
	Year 1 R'000	Year 2 R'000	Year 3 R'000	*If contract is extended for a further period not exceeding 24 months*	
				Year 4 R'000	Year 5 R'000
a) Commitment of the bank to the government's macro-economic strategy for growth and development. The bidders must provide amounts of how much contribution are they going to commit to the said programmes in the Northern Cape Province - as a result of the said contract.					

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i. Normal contribution to the Northern Cape (provide value and projects).					
ii. Current / existing contribution (provide value and projects).					
b) Financial Support and Capacity Building Programmes in the Province.					
i. Commitment and support for the Northern Cape Provincial growth and Development Strategy and The New Growth Path .					
ii. Commitment to provincial economic transformation (refer to F.5.2)					
iii. Support SMME development in the province, especially historically disadvantaged (refer to F.5.3).					
iv. Human Resource Development (refer to F.5.4)					
c) Financial and non-financial support					
i. Support to initiatives linked to rural development, food security and land reform plans etc.					
ii. Support / interventions to skills development for youth, women, and disabled in agricultural or any sector.					

The preferred Service Provider shall adhere to the following corporate social investment terms.

1. **Commitment and Support for the Reconstruction and Development Programme and the Northern Cape Provincial Growth and Development Strategy**
   - Discernable support to government's endeavours to achieve the Reconstruction and Development Programme Standards.
   - Participation of the service provider in the development and implementation of the PGDS processes.
   - Support programmes that promote skills development in the province.
   - Support community development projects.

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- Participate and contribute to forums that deal with the Infrastructure Development, Health and Welfare and Crime Prevention.

2. **Commitment to provincial economic transformation**
   - Promote Broad Based Black Economic Empowerment programmes.
   - Commit to internal transformation adhering to employee equity.
   - Extend banking services access to the population of the Northern Cape.

3. **Support for SMME Development in the province**
   The preferred service provider will also show commitments to the following externally oriented issues:
   - Sub-contracting to small, medium and micro-enterprises and emerging companies owned by previously disadvantaged individuals (PDI's)
   - Skills transfer programmes for the duration of the contract.
   - Social investment aimed at e.g. economic empowerment drives within PDI communities
   - Increasing accessibility of PDI's and their communities, to the full range of services offered by the institution, including e.g. loans to SMMEs12.4

4. **Human Resource Development**
   - promote a non-racial, non-sexist environment and to enhance cultural diversity and gender sensitivity within the sector;
   - invest in human resource development across the full spectrum of skills, with special emphasis on increasing the participation of PDI in skilled, strategic and operational leadership in the sector;
   - Invest in and equip current and future leadership incumbents in the sector with the appropriate knowledge and capacity to enable them to play a central role in driving the transformation programme.

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THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. 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:

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

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified 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 fulfillment 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 canceling 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 23.

23. Termination for default

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

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

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

(c) if the supplier, in the 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.

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 anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such 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.

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