

Checklist of Documents to be Submitted with Tender( BANKING SERVICES) -NCPT/01/2016			
Checklist for suppliers	TICK		
	YES	N/A	NO
Tax clearance certificate original and valid			
Certified BBBEE certificate			
Joint venture , partnership agreement OR Consortium			
Detailed Pricing Schedule (ANNEXURE A)			
Compliance with mandatory requirements and terms of references			
Compliance with sub-contracting principles			
Proof of membership of South African Banking Council and Recognised Clearing House			
Provide proof of National Credit Regulation certificate			
Audited Financial Statements			
Written references			
All forms completed, duly signed			
NCPI: <i>Company Registration Details and Total Bid Price</i>			
NCPI2: <i>Tax Clearance Certificate</i>			
NCPI3: <i>Pricing schedule</i>			
NCPI4: <i>Declaration of interest</i>			
NCPI6.1: <i>Preference Points Claim form</i>			
NCPI7.2 : <i>Contract Form</i>			
NCPI8: <i>Declaration of bidders past SCM practices</i>			
NCPI9: <i>Certificate of Independent bid determination</i>			
No of Bid Documents Copies Attached			



# Northern Cape Provincial Government

NORTHERN CAPE PROVINCIAL TREASURY

NOORD KAAP PROVINSIALE TESOURIER

LEFAPHA LA MATLOTLO LA KAPA BOKONE

ISEBE LEZEMALI LOMNTLA KOLONI

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTHERN CAPE PROVINCIAL TREASURY

BID NUMBER: NCPT/01/2016

CLOSING DATE: 22 June 2016

CLOSING TIME: 11:00

VALIDITY PERIOD 90 DAYS

**DESCRIPTION:** INVITATION FOR PROPOSALS FOR THE PROVISION OF COMMERCIAL BANKING SERVICES TO THE NORTHERN CAPE PROVINCIAL GOVERNMENT 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 TO COMMENCE ON 1<sup>st</sup> FEBRUARY 2017 OR NEGOTIATED DATE.

The successful bidder will be required to fill in and sign a written Contract Form (NCP 7).

BID DOCUMENTS MAY BE POSTED TO:

Provincial Treasury  
Departmental Supply Chain Management  
Cnr of Knight and Stead Street  
Metlife Towers (Post Office Building)  
5<sup>th</sup> Floor, Room 505  
KIMBERLEY, 8300

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Provincial Treasury  
Private Bag X5054  
Cnr of Knight and Stead Street  
Metlife Towers (Post Office Building)  
KIMBERLEY  
8300

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

We serve with passion. We deliver on time.



FACSIMILE NUMBER \_\_\_\_\_ CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

VAT REGISTRATION NUMBER \_\_\_\_\_

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (NCP 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (NCP 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) \_\_\_\_\_

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS), OR \_\_\_\_\_

A REGISTERED AUDITOR \_\_\_\_\_  
(TICK APPLICABLE BOX)**(AN ORIGINAL OR CERTIFIED COPY OF YOUR B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 or ☐ NO

IF YES ENCLOSE PROOF – CERTIFIED COPY REQUIRED

SIGNATURE OF BIDDER \_\_\_\_\_

DATE \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED \_\_\_\_\_

TOTAL BID PRICE \_\_\_\_\_ TOTAL NUMBER OF ITEMS OFFERED \_\_\_\_\_

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Department: Provincial Treasury

Contact Person: Ms. N.E. Lethuli or Ms. K. Mothomme

Tel: 053-8308338 or 053-8308386

Fax: 053-8314257

E-mail address: [clathuli@ncpg.gov.za](mailto:clathuli@ncpg.gov.za) or [kmothomme@ncpg.gov.za](mailto:kmothomme@ncpg.gov.za)**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Contact Person: Mr J. Marais

Tel: 053-8308476/7

Fax: 053-8314257

E-mail address: [jmarais@ncpg.gov.za](mailto:jmarais@ncpg.gov.za)**PLEASE NOTE:** Corrections by correctional fluid is not allowed in a bid document.

If the correctional fluid is used to correct signatures, prices and descriptions this will lead to bids being regarded as non-responsive.

Any correction must be initialised.

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## **IMPORTANT NOTICE**

### **NOTE 1**



**PLEASE NOTE THAT THIS BID CLOSES 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**

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## **IMPORTANT NOTICE**

### **NOTE 2**



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

**SHOULD YOU BE INVOLVED IN A JOINT  
VENTURE, BOTH PARTIES MUST FULLY  
DECLARE INTEREST. PLEASE ENSURE  
THAT YOU ARE AWARE OF ALL  
INTERESTED PERSONS WHO SHOULD  
DECLARE INTEREST.**

**THIS REQUEST IS MADE FOR THE SAKE OF  
TRANSPARANCY AND THE TIMEOUS  
CONCLUSION OF BIDS**

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## **IMPORTANT NOTICE**

**NOTE 3**



### **A COMPULSORY INFORMATION SESSION WILL BE HELD ON:**

VENUE: 5 TH FLOOR BOARDROOM  
METLIFE TOWERS  
CNR KNIGHT AND STEAD STREET  
KIMBERLEY

DATE: 06 MAY 2016

TIME: 09H00

CONTACT PERSON: Ms. K. Mothomme and Ms N. E Lethuli

PHONE NO: 053-830 8386 and 053-830 8338

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## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable. Note: For tenders (bids) a Tax Clearance Certificate for tender is required. For quotations a Tax Clearance Certificate for good standing is required.
4. In bids where Consortia/ Joint Ventures/ Sub- contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
6. Application for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website [www.sars.gov.za](http://www.sars.gov.za)

# Application for a Tax Clearance Certificate

## Purpose

Select the applicable option ..... Tenders Good standing

If "Good standing", please state the purpose of this application

## Particulars of applicant

Name/Legal name  
(Initials & Surname  
or registered name)

Trading name  
(if applicable)

ID/Passport no

Company/Close Corp.  
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax  
no

E-mail address

Physical address

Postal address

## Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax  
no

E-mail address

Physical address

**Particulars of tender (if applicable)**

Tender number

Estimated Tender  
amount RExpected duration  
of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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**Audit**

Are you currently aware of any Audit investigation against you/the company?

YES

NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct

to apply to and receive from

SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of  
representative/  
agent**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/  
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE:** ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number	NCPT/01/2016
Closing Time 11:00	Closing date	22 JUNE 2016

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by: .....

- At: .....

- Brand and model: .....

- Country of origin: .....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

Delivery: Firm

- Delivery basis: .....

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

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

## NCP 4 (7/12/11)

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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<sup>2</sup>, member): .....
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
- 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.

<sup>1</sup>"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.

<sup>2</sup>"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 attach 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:



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 SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

(7/12/11)

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.**

### 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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

#### POINTS

1.3.1.1 PRICE

.....

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

.....

**Total points for Price and B-BBEE must not exceed**

**100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

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

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

2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on

Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **"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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### 5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity only, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends to sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. The relevant EME must confirm its status with an original/ certified B- BBEE status level certificate issued by an accredited agency as contemplated in paragraph 1.4.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract. The relevant EME must confirm its status with an original/ certified B-BBEE status level certificate issued by an accredited agency as contemplated in p 1.4.

## 6. BID DECLARATION

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

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA). Certificate must be in the original or a certified copy appended.

## 8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

### 8.1.1 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? YES / NO (delete which is not applicable)

(Provide an original or certificate copy of sub-contractors B-BBEE status level of contribution certificate with quotation/ bid.

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm .....

9.2 VAT registration number : .....

9.3 Company registration number .....  
:

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

**WITNESSES:**

1.

.....  
SIGNATURE.....  
SURNAME AND INITIALS.....  
SIGNATURE(S) OF BIDDER(S).....  
SIGNATURE(S) OF BIDDERS(S)

2.

.....  
SIGNATURE.....  
SURNAME AND INITIALS

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 **Northern Cape Provincial Treasury** in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number: NCPT/01/2016** 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 .....  
SIGNATURE .....

NAME AND INITIALS .....

DATE: .....

2 .....  
SIGNATURE .....

SURNAME AND INITIALS .....

DATE: .....

(7/12/11)

## 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 **Bid Number NCPT/01/2016** 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 .....  
SIGNATURE

.....  
SURNAME AND INITIALS

DATE: .....

2 .....  
SIGNATURE

.....  
SURNAME AND INITIALS

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? <b>(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 <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

NCP 8 (7/12/11)

### 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**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (NCP) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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 NCP 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 (NCP 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(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<sup>3</sup> 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.

<sup>3</sup> 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

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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.

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## **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 with 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 consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on its 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](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

**21. Delays in the supplier's performance**

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

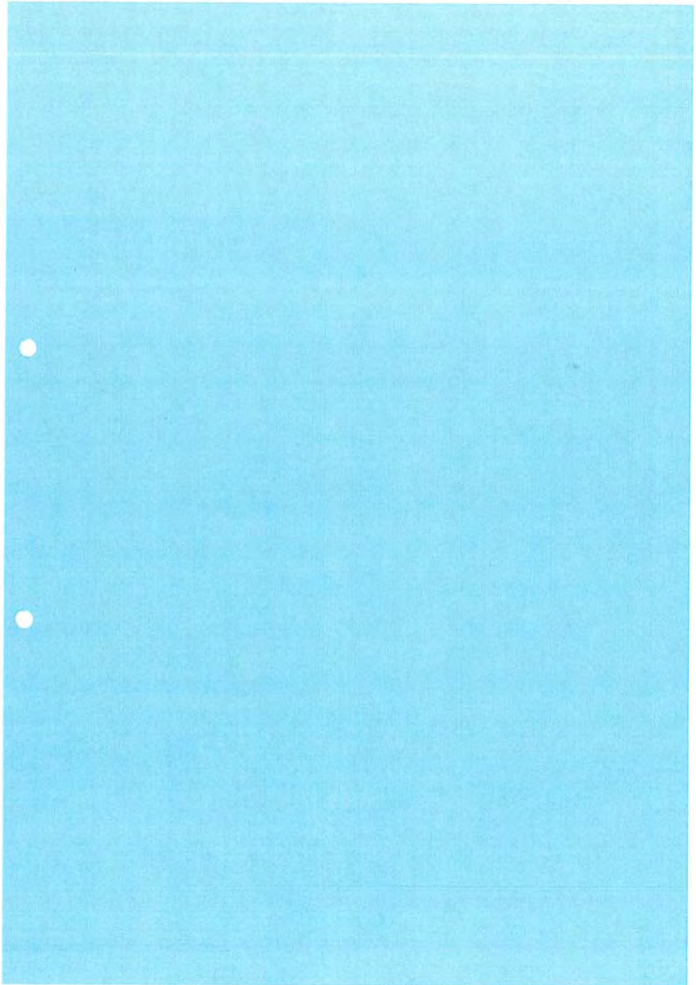
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the 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 Programme (NIP)	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.



INVITATION FOR PROPOSALS FOR THE PROVISION OF COMMERCIAL BANKING SERVICES TO THE NORTHERN CAPE PROVINCIAL GOVERNMENT 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 TO COMMENCE ON 1<sup>st</sup> FEBRUARY 2017 OR NEGOTIATED DATE

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## Northern Cape Provincial Treasury

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BID: (NCPT/01/2016)

### PART A – GENERAL TERMS OF BID

#### 1. GENERAL INFORMATION FOR BIDDERS

The Northern Cape Provincial Treasury (NCPT) was established in terms of section 17(1) of the Public Finance Management Act (Act 1 of 1999). NCPT seeks to appoint a 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 to commence on 1<sup>st</sup> February 2017 or negotiated date

The NCPT will determine which service provider ("bidder"), if any, is 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 (2011).

NCPT reserves the right to discuss with Registrar of Banks, the financial resources of any bidder. The bidders shall provide all reasonable help in such an investigation.

#### OTHER APPLICABLE LEGISLATION

- Northern Cape Provincial Supply Chain Management Policy (2010)
- General Conditions of Contract.
- Preferential Procurement Policy Framework Act , (Act 5 of 2000)
- Public Finance Management Act, (Act 1 of 1999)
- Treasury Regulations, (2005).
- Borrowing Powers of Provincial Governments Act, (Act 48 of 1996)
- Broad Based Black Economic Empowerment Act
- Banks Act, 1990 (Act No. 94 of 1990)
- All Other Applicable Acts

#### 1.1 Bid conditions

##### 1.1.1 Form of bid

The bid shall be signed and witnessed on the bid document incorporated herein. The schedule of services shall be fully priced and totalled in the currency of the Republic of South Africa to show the amount of the bid and shall be signed. The certificates, schedules and forms contained in this volume shall be completed and signed by the bidder in black ink.

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable content page and submitted with the bid documents. All such schedules must be signed by the bidder in black ink.

##### 1.1.2 Signing of bid

The bid must be signed by duly authorized person(s).



## Northern Cape Provincial Treasury

### 1.1.3 Bid all-inclusive of VAT

The bidder must allow for an all-inclusive fee statement in the bid.

### 1.1.4 Alterations to bid documents

No alteration or addition shall be made to the bid document, to the schedule of quantities of services to be rendered or to any other part of the bid documents. If any such alteration or addition is made or if the schedule of quantities of services to be rendered, or other schedules or certificates are not properly completed, the bidder may be disqualified.

Bids submitted in accordance with these bid documents shall be without any qualifications. The bidder shall request the NCPT at as early a date as possible during the bidding stage to clarify any point, which is difficult to interpret. Should it be found that a point in question is significant, the NCPT will inform all the bidders as early as possible.

### 1.1.5 Ownership and confidential nature of documents

All completed documents relating to the bid shall remain the property of the NCPT and may not be reproduced, sold or otherwise disposed of.

All recipients of the bid documents (whether or not a bid is submitted) shall treat the details of the documents as confidential.

### 1.1.6 Cost incurred by bidder

The NCPT will not be responsible for or pay any expenses or losses, which may be incurred by the bidder in the preparation and submission of the bid.

### 1.1.7 Bid acceptance

The NCPT does not bind itself to accept the lowest or any other bid.

### 1.1.8 Cancellation of contract

If the NCPT is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or with the knowledge of the bidder), firm or company –

- (a) is executing a contract with the NCPG unsatisfactorily;
- (b) has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract;
- (c) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining or executing a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence thereof been found guilty of a criminal offence;
- (d) Has approached an officer or employee in the Public Service or in the service of the NCPG before or after bids have been called for, to influence the award of the contract in his favour;



## Northern Cape Provincial Treasury

- (e) When advised that their bid has been accepted, has given notice of their inability to execute or sign the contract or to furnish any security required;
  - (f) Has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party;
  - (g) Has disclosed to any other person, firm or company the exact or approximate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations required for the preparation of the bid.
- 1.1.9 The NCPT may, in addition to any other legal recourse which it may have, cancel the contract between the NCPG and such a person, firm or company and/or resolve that no bid from such a person, firm or company will be favourably considered for a specified period.
- 1.1.10 If the NCPT is satisfied that any person, firm or company is or was a shareholder or a director of a firm or company which in terms of sub-rule 1.8), is one from which no bid will be favourably considered for a specified period, NCPT may also decide that no bid from such person, firm or company shall be favourably considered for a specified period.
- 1.1.11 Any restriction imposed upon any person, firm or company shall, for the purpose of this rule, apply to any other undertaking with which such a person, firm or company is actively associated. The expression "person, firm or company" shall include an authorised employee or agent of such person, firm or company.

### 1.2 Legal aspects

- 1.2.1 The laws of the Republic of South Africa shall be applicable to each contract created by the acceptance of a bid and each bidder shall indicate a place in the Republic and specify it in its bid as their Domicilium citandi et executandi where any legal process may be served.
- 1.2.2 Each bidder shall undertake to accept the jurisdiction of the South African courts of law.

### 1.3 Disqualification of bid

The bid of any bidder who has not complied to these special conditions and the instruction reflected in the official bid notice shall be disqualified

### 1.4 Delegation of authority

NCPT may delegate any power vested in it by virtue of these rules to an officer or employee of NCPT.

### 1.5 Special Conditions are binding

The special conditions as well as the instructions given in the official bid notice shall be binding on all bidders submitting bids for the service or services stated in the bid document.

### 1.6 Language of contract

The bid documents have been drafted in English and any contract, which originates from the acceptance of the bid, will be interpreted and construed in English.



## Northern Cape Provincial Treasury

### 1.7 Validity period

Bids shall remain valid and binding for a period of **90 days** from the closing date; i.e. till Friday, 30 September 2016.

### 1.8 Pricing schedules to be completed in Annexure A consisting out of two (2) pages. Failure to adequately complete this annexure may render the bid invalid.

### 1.9 CONFLICT OF INTEREST

Service providers are required to provide services that are professional, objective and impartial. Service providers must ensure that there is no conflict of interest between obligations and responsibilities to other clients and the services set out in Part B of this document. In the event of any uncertainty in this regard, full disclosure in the submitted proposal should be considered. Non-disclosure of a conflict of interest will be grounds for termination of the contract.

### 1.10 CONFIDENTIALITY AGREEMENT

The successful service provider may have access to confidential data or information. The appointment of a successful bidder is subject to that bidder agreeing to the contents of, and signing, the NCPT's standard Non-Disclosure Agreement.

### 1.11 DISCLAIMER

The issuing of this bid is subject to the disclaimer set out below:

The NCPG reserves the right to withdraw this bid at any time, without prior notice and without liability to compensate and/or reimburse any party.

### 1.12 VALIDITY OF PROPOSALS

The proposals must include a statement from the service provider as to the period for which the proposal remains valid. The proposal must be valid for at least ninety (90) days from the due date for the submission of all bids, i.e. till Friday, 30 September 2016.

### 1.13 NUMBER OF PROPOSALS

Each bid participant must provide five (1 original + 4 copies) hard copies of their entire proposal, including all the documentation referred to in bid evaluation criteria paragraph. All submitted proposals will become the property of the NCPT, and will not be returned. Receipt of all proposals will be recorded in a register at the point of receipt. All copies of the proposal must be signed and initialled on each page and dated in black ink by the bidder.

### 1.14 SUBMISSION OF PROPOSALS

Proposals must be submitted at the offices of the NCPT before or on Wednesday, 22 June 2016 11H00 CAT at the following address:



## Northern Cape Provincial Treasury

Northern Cape Provincial Treasury,  
Tender Box, Cnr Knight & Stead Street, Melville Towers, Ground Floor  
Kimberley,  
8300,

And must be enclosed in a sealed envelope which must be clearly inscribed on the outside as follows:

**BID NO: NCPT 01/2016 – INVITATION FOR PROPOSALS FOR THE PROVISION OF COMMERCIAL BANKING SERVICES TO THE NORTHERN CAPE PROVINCIAL GOVERNMENT.**

- a) Attention: Ms K Mothomme, (053) 830 8386.  
b) The name, address and telephone number of the bidder on the backside of the envelope:

**Technical enquiries** relating to the bid may be directed by email to:

Mr. J Marais  
Banking Services & Cash Flow Management  
Provincial Treasury  
Tel No: 053 830 8476/7  
Email: [jmarais@ncpg.gov.za](mailto:jmarais@ncpg.gov.za)

Mrs. F Geldenhuys  
Banking Services & Cash Flow Management  
Provincial Treasury  
Tel: 053 830 8324  
Email: [fgeldenhuys@ncpg.gov.za](mailto:fgeldenhuys@ncpg.gov.za)

Please note that this Bid closes punctually on Wednesday, **22 June 2016 at 11H00**. No late submissions will be considered under any circumstances.

All the documentation referred to in bid document must be submitted. Failure to submit all the documentation referred to in this section WILL result in a submission being discarded, and not considered for evaluation.

The NCPT shall not disclose any details pertaining to the responses received, to any other bidders, as this is regarded as confidential information and the names of the bidders will be published on the following websites, ([www.ncpg.gov.za](http://www.ncpg.gov.za)) and ([www.ncpl.gov.za](http://www.ncpl.gov.za))

Envelopes must not contain documents relating to any other request for proposal other than this business request for proposal.

### 1.15 BIDDING PROCESS SCHEDULE

Bidders are required to take note of the following mandatory sessions that should be attended at their own costs:

- Compulsory briefing session
- Public hearings to be held at Springbok, Upington, De Aar, Kuruman and Kimberley
- Presentation to Functionality Committee
- Presentation to Adjudication Committee



## Northern Cape Provincial Treasury

Dates and Times	Events
22 April 2016	Issue of tender Tender Bulletin News Papers eTender Publication Portal – <a href="mailto:etppa@ncpg.gov.za">etppa@ncpg.gov.za</a>
6 May 2016	Compulsory Briefing Session, to be held at: Metlife Towers, 5 <sup>th</sup> floor boardroom
22 June 2016	Due date for submission of all proposals, to be delivered in accordance with this document at 11H00
22 June 2016	Bid Opening
27 June – 1 July 2016	Public hearings:
27 June 2016 28 June 2016 29 June 2016 30 June 2016 1 July 2016	Springbok Upington Kuruman Kimberley De Aar  <b>Details regarding the venue and time will be communicated.</b> Responsive bidders will be required to do presentations at public hearings. The terms of reference will be provided after closing of bid.
11-13 July 2016	Bid Functionality Responsive bidders to be assessed by Functionality Committee. Bidders are expected to do a presentation to the committee based on the mandatory conditions and functionality criteria. Refer to terms of reference. <b>Details regarding the venue and time will be communicated.</b>
6-7 September 2016	Bid Evaluation Responsive bidders to be assessed on price and preference points
27-30 September 2016	Bid Adjudication Bidders are expected to do a presentation to the committee on CSI component. Refer to terms of reference. <b>Details regarding the venue and time will be communicated.</b>

The Northern Cape Provincial Treasury reserves the right to determine and change the structure of the process, the right to withdraw from the proposal process, and the right to change this timetable at any time without notice. No bidders will be compensated in the event of any changes.



## Northern Cape Provincial Treasury

### PART B – MANDATORY CONDITIONS OF THE BID

#### 1. PURPOSE

The purpose of this document is to set out commercial banking service requirements to meet the needs of NCPG. 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.

##### 1.1 DESCRIPTION OF COMMERCIAL BANKING SERVICES REQUIRED

Bidders must demonstrate in written submissions the financial stability of their organization, geographical representation of the bank, its technological capabilities, pricing and the corporate social investment in the Northern Cape Province for detailed evaluation.

Published audited financial statement for the last two years must be included.

The Bidders proposal should effectively and adequately, without ambiguity demonstrate how it is able to provide its services to the NCPG.

The proposal should furthermore encompass key areas of support and partnering i.e. innovation, high quality, value-add solutions and pro-activity of its service models.

##### 1.2 GENERAL TERMS

This bid is issued and will be evaluated in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPPFA), the Preferential Procurement Regulations, 2001(PPR), Departmental Provincial Supply Chain Management Policy, practice notes and guidelines issued by the National Treasury and the special conditions referred to here under.

Parties that wish to submit proposals are required to indicate that they are willing to accept the Specific and General Conditions and Procedures of the NCPT. Please read the General Conditions of the bid carefully prior to submitting your proposal.

##### 1.3 SPECIAL CONDITIONS

###### 1.3.1 General

In terms of section 7 (2) of the Public Finance Management Act, 1999 as amended, a department authorised to open a bank account in terms of the prescribed framework; a public entity or a constitutional institution may open a bank account only:

- a) With a bank registered in South Africa and approved in writing by the National Treasury; and
- b) After any prescribed bidding procedures have been complied with.

###### 1.3.2 Capabilities and Experience of Bidder

Bidders are required to provide any information regarded necessary to demonstrate their compliance to the criteria set out in the scope of services and any other information to demonstrate their capabilities and experience.



## Northern Cape Provincial Treasury

### 1.3.3 Financial resources of bidder

NCPPT reserves the right to discuss with Registrar of Banks, the financial resources of any bidder. The bidders shall provide all reasonable help in such an investigation.

## 2. DEFINITIONS

Unless inconsistent with or expressly indicated otherwise by the context.

- 2.1 **BAS** means Basic Accounting Systems
- 2.2 **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.
- 2.3 **CAT** means Central African Time
- 2.4 **Contractor** means the bidder whose bid has been accepted by NCPG and shall include the bidder's legal personal representative, heirs, successors and assigns.
- 2.5 **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.
- 2.6 **Contract Price** means the prices bid by the Contractor and accepted by NCPG for the execution of the Contract.
- 2.7 **Commencement** means performance of services in compliance with the terms and conditions of the Date of Commencement specified in the Contract.
- 2.8 **Date of Commencement** means the dates stipulated in the Contract for the Commencement of the Service.
- 2.9 **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.
- 2.10 **NCPG** means the Northern Cape Provincial Government.
- 2.11 **NCPPT** means the Northern Cape Provincial Treasury
- 2.12 **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;
- 2.13 **Public Finance Management Act, 1999 (Act No. 1 of 1999)** means The Public Finance Management Act 1 of 1999 as amended hereafter referred to as the Act) prescribes the Framework under which the Banking related functions should be conducted in the Province.  
  
The attention of bidders are especially drawn to the applicable clauses of the Act to which bidders must comply.
- 2.14 **Responsive bidder** means the bidders who meets the mandatory requirements as specified in the bid.



## Northern Cape Provincial Treasury

- 2.15 Service** means the establishment, supply and operation of centralised banking services Northern Cape Provincial Government under the Contract.
- 2.16 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.
- 2.17 Paymaster-General's Account (hereafter referred to as PMG Account)** means a bank account of provincial departments.
- 2.18 Provincial department** as defined in it in terms of the PFMA 1 of 1999 as amended.

### 3. PROVINCIAL OPERATIONAL PROCEDURE

#### 3.1 Provincial Revenue Fund

NCPT is required to maintain at a commercial bank, a bank account configuration that consists of at least 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 is transferred monthly from the respective National departments. Equitable Share from the National Revenue Fund are credited weekly to the Corporation for Public Deposits and withdrawn daily, as per cash flow requirements, into the Provincial Exchequer Bank Account, while 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.

#### 3.2 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 BAS department can be accommodated on the system (BAS).

#### 3.3 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 to the respective nominated accounts takes place from the bank's system to the BAS (Basic Accounting System).

#### 3.5 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.



## Northern Cape Provincial Treasury

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

### 4. SCOPE OF SERVICES

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

#### 4.1 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;
- 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 79 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.**

#### 4.2 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 R14, 850 billion (projected for 2016/2017 financial year) and R15, 384 billion (projected for 2017/2018 financial year).
- (b) The number of cheques drawn is minimal
- (c) The estimated number of salaried employees is 26 980
- (d) Estimated average EFT/ACB volumes per month is: **BAS** 6 500; **PERSAL** 37 873
- (e) The estimated manual transfer (bank credit transfers) volumes per month is: 140
- (f) Online banking transfers (own and pre-defined) volumes per month is: 65

#### 4.3 The proposals should adhere to the following structure;

- Infrastructure/Geographical Spread (4.3.1)
- Technological Capabilities (4.3.2)
  - Transactional Banking Services (4.3.2.1)
  - Beneficiary Bank Account Verification Service (4.3.2.2)
  - Electronic Banking Services (4.3.2.3)



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- Cash Management Services (4.3.2.4)
- Foreign Exchange Services (4.3.2.5)
- Bank Guarantees (4.3.2.6)
- Rental agreements (4.3.3)
- Banking facilities for NCPG and staff (General Short Term Banking Facilities) (4.3.4)
- Implementation and Training (4.3.5)

### 4.3.1 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.

### 4.3.2 TECHNOLOGICAL CAPABILITIES

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

#### 4.3.2.1 Transactional Banking Services

##### 4.3.2.1.1 Requirements for account categories

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

- 1 x Exchequer Bank Account
- 12 x Paymaster-General Bank Accounts
- Interest Received Bank Account
- Interest Paid Bank Account
- 28 x Petty Cash Accounts



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- 36 x Revenue Accounts
- Fleet Card Accounts (facilities for Executive Council Members and Traditional Leaders)
- Banking Solution for travel and accommodation expenses
- 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)
- Travel, fleet and fuel card facilities

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.

### 4.3.2.1.2 Cheques

The Bidder should supply the respective departments in the NCPG with cheque books, **if required and authorised by NCPT**, incorporating the latest technology in cheque security features in an on-going endeavour to eliminate or reduce fraud.

The Bank should provide a sample of the security features on its cheques (**if required**).

The service provider will be required from time to time to provide the NCPT with **dummy cheques (up to 10 at a time)**.

Issue bank guaranteed cheques, **if and when required and authorised by NCPT**, which can be obtained from any banking branch outlet, on request.

If required, the Bidder must be able to provide NCPG departments with image copies of cheques debited to its accounts. These image copies should be able to be e-mailed.

If required the Bidder should assist the Provincial departments in obtaining duplicate or replacement cheques for cheques lost in transit.

### 4.3.2.1.3 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.

The bidder is to list the benefits and risks associated with the Business Cash Card.

#### 4.3.2.1.4 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 cheque service fee, 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.

#### 4.3.2.1.5 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 NCPT 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 cheques, 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.



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### 4.3.2.1.6 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.

### 4.3.2.1.7 Charge and fees

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

Detailed reconciliations 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 1<sup>st</sup> February 2017, the CPI rate of August 2017 will be used for the pricing review effective 1<sup>st</sup> February 2018.

### 4.3.2.1.8 Point of Sale devices

Point of sale devices must be installed where they are required which will accept credit, debit and other cards and be linked to the financial accounting system (BAS).

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

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

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

### 4.3.2.1.9 Enquiries

Enquiries must be dealt with within 24 hours. For account enquiries, dedicated telephone 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. corporate cards enquiries, etc.

### 4.3.2.2 Beneficiary bank account verification service

#### 4.3.2.2.1 Entity maintenance

The bidder must collect and deliver the entity maintenance forms (LOGIS, BAS and PERSAL) three (3) times a week for verification of beneficiary (entity) bank account information.

The bank information verification must be done for accounts held at all commercial banks. The form must be verified for the following:

- Correct account name – entity name and account name must correspond.
- Correct account number.
- Correct branch code.
- Correct account type.



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- Validity of the account in the Bank's books.

The bank official must complete his name, identity/personnel number and sign in the space provided and also complete the account number, type, branch code and the official bank stamp must be impressed on the space provided on the form.

Verified forms must be returned as follows:

- Own accounts – within 3 working days.
- Account with other banks – within 5 working days.

#### 4.3.2.2.2 Secondary verification for payments above R1 million

The bidder will be required to provide confirmation of details (account name, branch code, and account number) supplied by NCPT.

The Bidder should have the ability to transmit confirmation requests to NCPG departments by electronic means - e-mail, or fax - on a same day basis.

#### 4.3.2.3 ELECTRONIC BANKING SERVICES

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

##### 4.3.2.3.1 Payments Management (online banking and bulk electronic funds transfer)

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

**The following are imperatives for management of payments and the bidder should be able to:**

Indicate the timeframe until when electronic payments can be stopped.

The bidder must be able to process payments and/or collections electronically for e.g. data lines, from accounts held at one or more commercial banks.

The bidder must have an electronic banking system that links to National Treasury and BANKSERV (host-to-host).

The bidder must 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.

The bidder must have processes in place to enable NCPT to send and receive all creditor and salary payments in bulk format.

Timeous and secure processing of all transactions.

Reports on BANKSERV transactions to be provided electronically on daily basis including all unpaid payments per account.

Stringent authorization, validation and security controls to enhance data integrity.

Efficient management and cost effective processes to reduce risk.



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### b) On-line banking facility

The following are imperatives for management of payments and the bidder should be able to:

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.

In view of National Treasury instruction 1 of 2014/15 regarding the prohibition of internet payments, the bidder will be required to provide a banking solution for the electronic processing of bank credit and/or funds transfers.

Stringent authorization, 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 at other banks to be effected on a same day basis if effected by 16h00 weekdays and 10h00 on Saturdays;
- 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 for 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.



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### **g) Internal audit compliance (if required)**

The successful Bidder must be able to liaise with the NCPG's internal audit team regarding solution processes and procedures ensuring that operational risks are addressed.

- The processing of telegraphic transfers when required; and
- The capability of electronically stopping cheques, recall and reversal of payments made via ACB.

### **4.3.2.4 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 the 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.

#### **4.3.2.4.1 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 to a designated interest account for cash management purpose.

Flexibility should exist where interest on overdrawn bank accounts within the Cash management system can be charged,

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.

#### **4.3.2.4.2 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.

#### **4.3.2.4.3 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.



#### 4.3.2.4.4 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.

#### 4.3.2.4.5 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.

#### 4.3.2.4.6 BANK GUARANTEES

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

The bidder must furthermore (on a quarterly basis on or before the 15<sup>th</sup> 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.

#### 4.3.3 RENTAL AGREEMENTS

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

#### 4.3.4 BANKING FACILITIES FOR NCPG AND STAFF

The bidder should also be able to demonstrate what schemes and benefits they will provide for NCPG and staff.

#### 4.3.5 IMPLEMENTATION AND TRAINING

**4.3.5.1** 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.

**4.3.5.2** A contractual agreement in the form of a Service Level Agreement, incorporating back up procedures and processes particularly with regards 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.



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### 4.3.5.3 Bidders 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;
- Employee Personal Preference Package 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;
- Specifically focus on opportunities for EFTs;
- 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);

## 4.4 CRITERIA FOR SELECTION OF AN OFFICIAL BANKER

### 4.4.1 REQUIRED EXPERTISE AND COMPETENCIES

- Provide proof of membership of the South African Banking Council etc.
- Provide proof of membership of a recognized Clearing House.
- Provide proof of National Credit Regulation certificate.
- Provide proof that the service provider has experience in the provision of commercial banking services to a provincial government. At least 2 written references of current and past clients in the public sector.
- Demonstrate financial stability to carry out service requirements – last two (2) audited annual financial statements.
- Have in its current office sufficient number of experienced and professionally trained staff to handle the NCPT requirements (provincial organizational structure to be provided);
- The service provider should have a fully operational head office in Kimberley.

### 4.4.2 BID EVALUATION CRITERIA

The bids will be evaluated on functionality. A bidder that scores less than 70% for functionality will be regarded as non-responsive and will be disqualified. All bidders who receive 70% and more for functionality will further be evaluated on points for price and BBBEE rating. The following elements will be considered for determining functionality:



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### 4.4.3 FUNCTIONALITY CRITERIA

Criteria	Guidelines for criteria application	Weight
Past Experience	<ul style="list-style-type: none"> <li>• Relevant experience with regards to the provisioning of commercial banking services to provincial governments.</li> <li>• Proven trade record; written reference.</li> </ul>	10
Team Capacity	<ul style="list-style-type: none"> <li>• After hours services.</li> <li>• Number of available technical team members responsible for:               <ul style="list-style-type: none"> <li>- All-inclusive seamless installation of all solutions;</li> <li>- Transactional Banking Solutions;</li> <li>- Electronic Banking Solutions;</li> <li>-Employee Personal Preference Package solutions</li> </ul> </li> <li>• Public sector head office in Kimberley</li> </ul>	15
Financial Stability	<ul style="list-style-type: none"> <li>• Audited financial statements for last two (2) financial years</li> <li>• Proof of membership of South African Banking Council</li> <li>• Proof of membership of a recognised Clearing House</li> <li>• Profit record and capitalisation</li> <li>• Presence of strong shareholder support</li> <li>• Short term ratings</li> <li>• Long term ratings</li> <li>• Legal rating</li> <li>• Total assets</li> </ul>	10
Geographical spread/Infrastructure (Footprint)	<p>Bidders must provide a geographic map depicting their representation in the Northern Cape Province particularly indicating the following:</p> <ul style="list-style-type: none"> <li>• Location (by town, village, townships, or city)</li> <li>• Number of Branches/sub-branches/service centres.</li> <li>• Automated Teller Machines (ATMs)</li> </ul>	20
Technological capabilities - Bidders will be required to demonstrate the technological potential as part of the presentation to be made to the functionality committee.	<p>Bidders must supply details which support their abilities in the following areas:</p> <ul style="list-style-type: none"> <li>• Transactional Banking Services</li> <li>• Beneficiary Bank Account Verification Service</li> <li>• Electronic Banking Services</li> <li>• Cash Management Services</li> <li>• Foreign Exchange Services</li> <li>• Bank Guarantees</li> </ul>	25



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Corporate Social Investment (CSI)	<p>Commitment of the bank to the government's macro-economic strategy for growth and development:</p> <ul style="list-style-type: none"> <li>Financial Support and Capacity Building Programmes in the Province.</li> <li>Financial and non-financial support to focus groups. Details of CSI programmes to be outlined in Annexure B.</li> </ul> <p><b>(Rand value of previous contribution as well as future commitment)</b></p>	15
Service Standards	<ul style="list-style-type: none"> <li>Industry Network</li> <li>Value-added services                             <ul style="list-style-type: none"> <li>E-fuel for fleet services The successful bidder is required to facilitate and/or provide the roll out of e-fuel services in the NCPG if and where the service is required.</li> <li>Electronic confirmation services for payment instructions</li> <li>Early warning system for transactional behaviour</li> <li>Turn-around times: response times etc.</li> <li>Schemes and benefits for NCPG and staff</li> </ul> </li> </ul>	5

### \*\*\*TOTAL POINTS FOR FUNCTIONALITY MUST ADD TO 100

These points will, therefore, be allocated on the assessed ability of the participant to deliver the services required. Anyone who scores less than 70% points for functionality will be disqualified.

#### 4.5 OTHER WRITTEN SUBMISSIONS

- 4.5.1 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 any fraud related to the following:

- The daily aggregation of all deposit and cheque/EFT payments.
- The facilities to handle cheque cashing requirements throughout the NCPG.
- The ability to interface daily with the Basic Accounting System (BAS) or any main financial system to enable electronic reconciliation to take place.
- The ability to provide on-line facilities.
- The capacity to train and support NCPG officials in especially investments on money and capital markets, other financial instruments and debt management.
- IT systems back up facilities

- 4.5.2 Bidders must therefore also demonstrate in written submissions that apart from preferences that may be applicable in terms of the Preferential Procurement Policy Framework Act (PPFPA), bidders must provide information on the following:



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- 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, as opposed to paying lip service, 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.**

### Finance Intelligence Centre Act of 2001 (FICA)

The Finance Intelligence Centre Act of 2001 requires banks and other accountable institutions to institute more rigorous processes for opening new accounts and to monitor and report suspicious transactions with effect from July 2003.

The successful bidder is to demonstrate what measures it has undertaken to comply with this legislation.

### Fraud prevention

The successful bidder should demonstrate how it is able to assist NCPG in Fraud Prevention and what measures are taken during the year in order to do so.

- 4.5.3 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 June and November respectively.

### 4.6 PERIOD OF CONTRACT

The contract will be awarded for a period of three (3) years with the option by the province to extend for a further period that will not exceed (24) months. Service to commence on **1 February 2017 or negotiated date.**



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### 4.7 FORMS TO BE COMPLETED BY THE BIDDER

**NOTE: THESE FORMS MUST BE COMPLETED USING BLACK INK OR OTHERWISE TYPED.**

#### 4.7.1 PRICE SCHEDULE OF SERVICES – ANNEXURE A

Bidders are requested to quote firm prices effective **1 February 2017**. The pricing shall be fixed for one year thereafter and price increases are to be negotiated at CPI index.

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

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.

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 1<sup>st</sup> February 2017, the CPI rate of August 2017 will be used for the pricing review effective 1<sup>st</sup> February 2018.

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

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.

Price will be a major factor in determining the suitability of the bidder regarding the various aspects of the commercial banking services provided.

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."

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

#### 4.7.2 CSI SCHEDULE – ANNEXURE B

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.

### 5. BID PROCESS

#### 5.1 The proposals will be evaluated in three phases, namely:

All of the documentation described below must be submitted, with no omissions whatsoever. Where a particular form or format of documentation is stipulated, this is the only form or format in which these documents must be submitted. Failure to adhere to these requirements will result in the rejection of the entire submission.



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### 5.2 Phase 1: Compliance with the Statutory Requirements:

#### 5.2.1 All prices provided must be inclusive of Value-Added Tax (VAT)

Please note that the prices contained in the pricing proposal are the only charges that may be levied if the bidder's proposal is successful, unless explicitly agreed to in writing by the NCPT, and in terms of the General Conditions of Contract.

#### 5.2.2 General Conditions and Procedures of the NCPT.

Bid participants must indicate clearly that they have read this document (evidenced by acceptance letter), and have no objections to being bound by its contents. Where any provisions of the General Conditions and Procedures conflict with this General Information for Bidders and/or scope of services, the latter will take precedence over the General Conditions of Contract.

#### 5.2.3 Contract Form: Rendering of Services

Refer to NCP 7.2 form.

This will only be completed by the successful bidder once a selection has been made by NCPT. Bidders do not, therefore, need to complete this form at the bidding stage but their proposals must clearly indicate that they have read this form, and have no objections to signing it as is, if selected as the successful participant.

#### 5.2.4 Tax Clearance Certificate

Please complete form NCP 2. **DO NOT RETYPE THESE FORMS.** They must be completed on the original and signed, all in black ink. Failure to submit a valid, original tax clearance certificate issued by SARS **WILL** result in a proposal being rejected. Please

note that the Tax Clearance Certificate submitted must be valid for at least one month after the closing date of the tender. Tax clearance certificates should be submitted for all parties involved in the event of partnership, joint ventures and sub-contracting arrangement.

#### 5.2.5 Preference Points Claim Form

Refer to form NCP 6.1.

Bidders must complete in full. **DO NOT RETYPE THESE FORMS.** They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures will be rejected. Original B-BBEE or **certified B-BBEE certificate** should be submitted in order to claim preferential points. Joint ventures should produce a joint B-BBEE certificate. Failure to submit an original or certified, B-BBEE certificates **WILL** result in non-allocation of points.

#### 5.2.6 Declaration of Interest

Form NCP 4. **DO NOT RETYPE THESE FORMS.** They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures will be rejected and **WILL** result in a proposal being rejected. All parties should complete the NCP 4 in the event of partnership, joint ventures and subcontracting.



### 5.2.7 Declaration of past Supply Chain Management Practices

Form NCP 8. DO NOT RETYPE THESE FORMS. They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures will be rejected and **WILL** result in a proposal being rejected. All parties should complete the NCP 8 in the event of partnerships, joint ventures and sub-contracting.

### 5.2.8 Part Nine – Certificate of Independent Bid Determination

Form NCP 9. Non-Disclosure Agreement. Bidders must indicate clearly that they have read this agreement, and have no objections to signing it, as is. Forms with photocopies and/or other reproductions of signatures will be rejected and **WILL** result in a proposal being

rejected. All parties should complete the NCP 9 in the event of partnership and joint ventures.

### 5.3 Phase 2: Functionality Assessment

The responsive bids from Phase 1 will be evaluated according to the functionality criteria indicated above. All proposals scoring less than 70 out of one hundred (100) points for functionality will not be considered further.

All responsive bids will be invited to do a presentation on their proposals. Such an invitation will be honoured at the bidder's own expense. During the second phase, the bid document and presentations will be scored on separate score sheets, using the same functionality criteria as outlined above, after which the final score for the functionality will be determined.

### 5.4 Phase 3: Evaluation on Price

During phase 3 each of the bidders who were shortlisted as per phase 2 will be further evaluated on points for price in terms of the Preferential Procurement Regulations (2011), the Supply Chain Management Procurement policies, as well as the points for BBEE status if the requirements for the submission of BBEE certificate submission are met.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

### 5.5 Phase 4: Adjudication

#### Terms of Reference for Adjudication on CSI

The preferred Service provider shall adhere to the following attributes:

#### 5.5.1 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.



## Northern Cape Provincial Treasury

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

### 5.5.2 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.

### 5.5.3 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 SMMEs<sup>12.4</sup>

### 5.5.4 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.

**KINDLY NOTE THAT BIDDERS WILL BE REQUIRED TO DO A PRESENTATION TO THE ADJUDICATION COMMITTEE. VENUE AND DATE WILL BE COMMUNICATED IN DUE COURSE**



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

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID i.e. till 20 September 2016**

**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)
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#### ACCOUNT CHARGES

##### 1 Cheques

1.1	Service fees on cheques issued (Flat Fee on all Cheques)	Per cheque	
1.2	Fees for bank cheques	Per cheque	
1.3	Cost for stop payments per item stopped – manual	Per stop pmt	
1.4	Cheques		
1.4.1	Unique cheque books	Per 100 forms	
1.4.2	Unique continuous cheques	Per 500 forms	
1.5	Cheque encashment fee (over the counter cash withdrawals via cheque)	% of the cheque value	
1.6	Issued Cheque storage		
1.6.1	Cheque images	Per 100 cheques	
1.6.2	Original cheques	Per 100 cheques	
1.7	Issued Cheque retrieval fee		
1.7.1	Cheques images	Per 100 cheques	
1.7.2	Original cheques	Per 100 cheques	

##### 2 Deposits

2.1	Unique MICR encoded (50 forms in triplicate)	Per book	
2.2	Correcting an error on deposits	Per deposit	
2.3	Items received but not listed	Per item	
2.4	Special clearances of cheques deposited		
2.4.1	Own Bank	Per cheque	
2.4.2	Other Banks	Per cheque	
2.5	Special presentation cheques plus actual mileage & cost (where applicable) with Own Bank	Per cheque	
2.6	Fees for post-dated cheques	Per cheque	



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2.7	Fees for postal and money orders (in addition to cash deposit fee)		
2.7.1	Percentage of value		
2.7.2	Minimum fee		
2.8	Cash deposit fee:		
2.8.1	Bulk Cash Centres – per R100	Per and maximum R100	
2.8.2	Branch Network – per R100	Per and maximum R100	
2.9	Referenced deposit fees (deposit identifier):		
2.9.1	Once-off set-up fee	Per reference	
2.9.2	Validation charges:		
2.9.2.1	Alphanumeric	Per reference	
2.9.2.2	Modulus	Per reference	
2.9.3	Transaction charge	Per reference	
2.9.4	Charges for agent banks		
2.9.4.1	Once-off set-up fee	Per reference	
2.9.4.2	Validation charges - Alphanumeric	Per reference	
2.9.4.3	Validation charges - Modulus	Per reference	
2.10	Return of unpaid cheques (Inward unpaid)	Per cheque	
2.11	Cash in transit services		
2.11.1.1	Third party deposit:		
	Mileage	Per 50km	
2.11.1.2	Frequency	Five days a week	
2.11.1.3	Value of deposit	< R10 000	
		R10 000 ≤	
		R 50 000	
		> R50 000	
2.11.1.4	Insurance	Amount per month	
2.11.2	Where no local branch exist		
2.11.2.1	Mileage	Per 100km	
2.11.2.2	Frequency	Twice a week	
2.11.2.3	Value of deposit	< R1000	
		R1000 ≤ R5000	
		> R5000	
2.11.2.4	Insurance	Amount per month	

### 3 Interest Rates

3.1	On credit balances (consolidated bank balances)	%	
3.2	On debit balances (consolidated bank balances)	%	
3.3	Commitment fee for unutilized overdraft facilities	%	
3.4	Overdraft facility fee	%	
3.5	Overnight facility:		
3.5.1	Activation fee	Amount	



## Northern Cape Provincial Treasury

3.5.2	Interest rate	%	
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### 4 Cash Management

4.1	Credit Interest Group (CMCR)		
4.1.1	Per Account	Amount	
4.1.2	Monthly Minimum	Amount	
4.1.3	Monthly Maximum	Amount	
4.2	Cash Management Reports		
4.2.1	Monthly interest report	Per report	
4.2.2	Additional daily report	Per report	
4.2.3	Additional weekly report	Per report	
4.3	Group Back Dating		
4.3.1	Manual Back Dating of Interest - charge	Amount	
4.4	Ad hoc		
4.4.1	Interest paid/charged other than month-end	Amount	

### 5 Manual Payment and Transfers

5.1	From own accounts– to linked accounts in profile		
5.1.1	Payments>R 1 million	Per transfer	
5.1.2	Payments > R 5 million	Per transfer	
5.1.3	Payments < R 1 million	Per transfer	
5.2	From own accounts – other linked accounts		
5.2.1	Payments>R 1 million	Per transfer	
5.2.2	Payments > R 5 million	Per transfer	
5.2.3	Payments < R 1 million	Per transfer	
5.3	Other banks	Per transfer	
5.3.1	Payments>R 1 million	Per transfer	
5.3.2	Payments > R 5 million	Per transfer	
5.3.3	Payments < R 1 million	Per transfer	

### 6 Other Banking Services

6.1	Minimum monthly service fee	Per account	
6.2	Amendment to mandates	Per mandate	
6.3	Auditor reports: per report (flat fee)	Per report	
6.4	Verification of housing guarantees	Per guarantee	
6.5	Bankers' Codes:		
6.5.1	Full general (including bank code) - own account	Per report	
6.5.2	Full general (including bank code) - other banks	Per report	
6.5.3	Full general (including bank code) - international banks	Per report	
6.5.4	Bank codes (per code) - own account	Per code	
6.5.5	Bank codes (per code) - other banks	Per code	
6.5.6	Bank codes (per code) – international banks	Per code	
6.6	Certificates of balance: per account	Per account	



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6.7	Account verification – manual (Entities):		
6.7.1	Own account validation	Per entity	
6.7.2	Other banks	Per entity	
6.8	Stop orders – manual:		
6.8.1	Capture of original instruction	Per stop order	
6.8.2	Amendment / early redemption	Per stop order	
6.8.3	Per payment transaction charge	Per stop order	
6.9	Debit orders		
6.9.1	Internal debit orders (within bank)	Per debit order	
6.9.2	External debit orders	Per debit order	
6.9.3	Cost for stop payment per debit order	Per debit order	
6.9.4	Cost for disputes on debit orders (within 40 days)	Per debit order	
6.10	Letters of good standing	Per letter	
6.11	Letters to the embassies for Visa applications	Per letter	

### 7 Enquiries

7.1	Enquiries on deposits – copies of deposits – deposited at branches (correctly captured by branch network) per deposit	Per deposit	
7.2	Copies of documents – originally supplied with statements i.e. cheques and debit vouchers per document:		
7.2.1	Dated less than 3 months	Per document	
7.2.2	Older than 3 months	Per document	
7.3	Other transactional queries older than 3 months	Per transaction	

### 8 Statements

8.1	E-mailed statements per account	Per email address	
8.2	Faxed statements per account	Per fax number	
8.3	Recreated statement per account	Per statement	
8.4	Emailed unpaid cheque images	Per cheque	

## AUTOMATED CLEARING BUREAU CHARGES (HOST-TO-HOST)

### 1 Account charges

1.1	Credits:		
1.1.1	SSV / Dated Service - 1 day	Per transaction	
	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	



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1.5	Redirect transactions	Per transaction	
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### 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	
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### 4 Test file

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	
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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	

### Account verification (bank credit transfers above R1 million)

9			
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		
1.2	Monthly fee		
1.3	Payments: Same Day Soonest Value		



## Northern Cape Provincial Treasury

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	
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	
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3	Implementation fee/Once off set up fee	Per terminal	
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### 4 Training

4.1	Initial training	Per session	
4.2	Additional training	Per session	

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

5			
5.1	Onsite call out fee	Per session	
5.2	Mileage above 50km radius	Per kilometer	

### 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	



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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	Stop Payment for cheques	Per instruction	
9.5	User validation reports	Per report	

## 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 device	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 device	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 device	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	



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### 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 kilometer	

## FOREIGN EXCHANGE 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: Usance	Per letter	
* No maximum charge			

### 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	
5.4	Cheque	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	

### CORPORATE CARDS (\*No Cash Withdrawals)

1	Annual card fee	Per card	
2	Replacement fee	Per card	



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<b>3</b>	<b>Transaction fee: Purchases/Payments</b>	Per transaction	
<b>4</b>	<b>Transaction fee deposits</b>		
4.1	EFT	Per deposit	
4.2	Online Banking	Per deposit	
4.3	Cash	Per deposit	
4.4	Cheque	Per deposit	

<b>5</b>	<b>Statement fees</b>		
5.1	Own ATM	Per statement	
5.2	Other ATM	Per statement	
5.3	Branch	Per statement	

<b>6</b>	<b>Balance enquiries</b>		
6.1	Own ATM	Per enquiry	
6.2	Other ATM	Per enquiry	
6.3	Branch	Per enquiry	

<b>7</b>	<b>Replacement fee</b>	Per card	
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<b>8</b>	<b>Changes to account limits</b>	Per instruction	
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<b>9</b>	<b>Statement reprint</b>	Per page	
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<b>10</b>	<b>E-mail statements</b>	Per statement	
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<b>11</b>	<b>Post statements</b>	Per statement	
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### TRAVEL LODGE CARD

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

<b>1</b>	<b>Annual card fee</b>	Per card	
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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	

E-FUEL (Kindly provide detailed list of charges)



## Northern Cape Provincial Treasury

### 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.

**The following are broad-programmes identified as key priorities:**

- 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 where 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	<i>If contract is extended for a further period not exceeding 24 months</i>	
				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.					
i. Normal contribution to the Northern Cape (provide value and projects).					
ii. Current / existing contribution (provide value and projects).					



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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 (refer to F.5.1).					
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.
  - 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 SMMEs<sup>12,4</sup>

### **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.