



MEMORANDUM OF AGREEMENT

FOR THE

**APPOINTMENT OF MAIN BANKER AND OTHER FINANCIAL SERVICES
FOR THE CITY OF CAPE TOWN**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

ABSA BANK LIMITED

REGISTRATION NO. [REDACTED]

CONTRACT NO. 256S/2021/22

PREAMBLE

WHEREAS Tender **256S/2021/22** was awarded to Absa Bank Limited for Section 2 only, in line with the Supply Chain Management- Bid Adjudication Committee resolution **SCMB 39/11/22** dated **7 November 2022**, APPOINTMENT OF MAIN BANKER AND OTHER FINANCIAL SERVICES FOR THE CITY OF CAPE TOWN at the rates set out as reflected in the BAC resolution (excluding VAT), commencing from 1 April 2023 until 31 March 2028.

The SCMBAC further provides that the approval is subject to the conclusion of a Section 33 of the MFMA process and Council adopting a resolution in which it approves the entire contract exactly as it is to be executed and in which it authorises the Municipal Manager to sign the contract on behalf of the municipality.

Prices will be subject to adjustment in accordance with the tender document: CPA Applicable – Refer Schedule 8: Contract Price Adjustment and/ ROE read with clause 17 of the SCC.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the National Treasury – Conditions of Contract (revised July 2010), General Conditions of Contract for the Supply of Goods and Services, (“**GCC**”), read with the Special Conditions of Contract (“**SCC**”) annexed hereto marked “**PART 2: SPECIAL CONDITIONS OF CONTRACT**”.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended (“the **Employer**”), herein represented by **CITY MANAGER or his nominee** duly authorised hereto;
- 1.2 **Absa Bank Limited**, a public company duly registered in terms of the laws of the Republic of South Africa with registration no. [REDACTED] with its principal place of business situated at [REDACTED] the **Supplier**”), herein represented by its duly authorised representative, [REDACTED] his capacity as [REDACTED]

hereinafter jointly referred to as “Parties” and in singular, a “Party”.

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Parts attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:
 - 2.1.1. first, the terms and conditions of the SCC;
 - 2.1.2. second, the terms and conditions of the GCC;
 - 2.1.3. third, Parts and Annexures to this Contract; and
 - 2.1.4. fourth, any other documents incorporated by reference.
- 2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the Supplier to perform the Scope of Work for the Employer from the Commencement Date.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, irrespective of the date of signatures this Contract shall commence from 1 April 2023 until 31 March 2028.

4. MUTUAL GOOD FAITH / CO-OPERATION

- 4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.
- 4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE EMPLOYER

- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 4: SPECIFICATIONS**), subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Supplier's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE SUPPLIER

- 6.1. The Supplier hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART 4: SPECIFICATIONS**).
- 6.2. The Supplier will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Supplier will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Supplier shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART 4: PRICE SCHEDULE**".
- 7.2. The Supplier shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

DETAILS OF TENDERER

VOLUME 2: RETURNABLE DOCUMENTS (3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☒ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual / Sole Proprietor	<i>Absa Bank Ltd</i>
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	[REDACTED]
Postal address	[REDACTED] Postal Code [REDACTED]
Physical address (Chosen domicilium citandi et executandi)	[REDACTED] Postal Code [REDACTED]
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms [REDACTED] (Name & Surname) Telephone: [REDACTED] Fax: () [REDACTED] Cellular Telephone: [REDACTED] E-mail address: [REDACTED]
Income tax number	[REDACTED]
VAT registration number	[REDACTED]
SARS Tax Compliance Status PIN	[REDACTED]
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	[REDACTED]
National Treasury Central Supplier Database registration number (See Conditions of Tender)	[REDACTED]

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☒ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☒ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No
Other Required registration numbers	

PART 1: AGREEMENTS

FORM OF OFFER AND ACCEPTANCE

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 256S/2021/22 - APPOINTMENT OF MAIN BANKER AND OTHER FINANCIAL SERVICES FOR THE CITY OF CAPE TOWN

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	<i>Absa Bank Ltd</i>
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

[REDACTED]

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

[REDACTED]

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date

16/05/2022

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 256S/2021/22 - APPOINTMENT OF MAIN BANKER AND OTHER FINANCIAL SERVICES FOR THE CITY OF CAPE TOWN

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
4.1 terms and conditions stipulated in this tender document;
4.2 specifications stipulated in this tender document; and
4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 256S/2021/22 - APPOINTMENT OF MAIN BANKER AND OTHER FINANCIAL SERVICES FOR THE CITY OF CAPE TOWN

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Supplier
Business Name	City of Cape Town	
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax	R19 145 940.33	
Accepted contract duration	Five (5) years	
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

PART 2: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

1. Definitions

Delete Clause 1.15 and substitute with the following

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is [REDACTED]

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the

contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
- c) Initial delivery programme
- d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

- 5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;
- unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the

Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

'Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 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 purchaser or an organisation acting on behalf of the purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.
Not Applicable

16. Payment

Delete Clause 16.1 in its entirety and replace with the following:

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Delete Clause 16.2 in its entirety and replace with the following:

- 16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

- 16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

- a) Fixed prices for the first twelve (12) months
- b) CPI is applicable thereafter

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled **"Price Basis for Imported Resources"** and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled **"Price Basis for Imported Resources"** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, [REDACTED], on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by CCT's main banker, [REDACTED], on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the [REDACTED] rate referred to above, then the [REDACTED] rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled **"Price Basis for Imported Resources"**.

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled **"Price Basis for Imported Resources"** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled **"Price Basis for Imported Resources"**, then the value in column (A) shall be used.

17.5.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled **"Price Basis for Imported Resources"** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the

formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

Delete Clause 21.2 in its entirety and replace with the following:

21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods 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 as stated herein for each day of the delay until actual

delivery or performance.

The penalty for this contract shall be equal to any lost/additional interest or penalty charges incurred by CCT due to late receipt of monies due to CCT or payments to suppliers, loan providers or investment commitments not made as a result of the unavailability of the Bank's servers or systems if the non-performance is within the bank's control.

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).

- 26.2 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

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

28. Limitation of Liability

Delete clause 28.1 (b) and replace with the following:

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death

which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.

- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
- a) hand delivered – on the working day of delivery
 - b) sent by registered mail – five (5) working days after mailing
 - c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, [REDACTED]

Add the following after clause 32.3:

- 32.4 The **VAT registration** number of the City of Cape Town is [REDACTED].

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

- 35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

Add the following Clause after Clause 35:

36. Protection Of Personal Information

- 36.1 The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 35.2 The Supplier agrees that they will at all times comply with POPIA and Purchaser's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide

the goods and to perform their obligations in terms of the service level agreement.

- 35.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.
- 35.4 The supplier agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- 35.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.
- 35.6 The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.
- 35.7 The Supplier agrees that the Purchaser may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard.

PART 3: GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

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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 or her contractual obligations.

1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised 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 recognised 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 action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 '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 organisation 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, [REDACTED] or accessed electronically from [REDACTED]

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

7. Performance Security

- 7.1 Within 30 (thirty) 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 the 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 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the 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 organisation acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such 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 analysed 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 the 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 the 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 the SCC.

10.2 Documents to be submitted by the supplier are specified in the 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 the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the 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 the 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 12 (twelve) 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 18 (eighteen) 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 the SCC.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the 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 the 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 the SCC.

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

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the 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 tendered by the supplier in his bid, with the exception of any price adjustments authorized in the 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 the 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 or her 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 of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 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 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) 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 5 (five) 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, Act 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 of 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 subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she 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 or her.

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 notify the purchaser promptly, 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 such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) 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 to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful 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 the 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, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 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, Act 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 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

Abse Bank Ltd
(Supplier/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I, [REDACTED] representing

Abse Bank Ltd, as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

C.O.D. ACT Registration Number: N/A

OR Compensation Insurer: [REDACTED]

Policy No.: [REDACTED]

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the CCT's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at [REDACTED] on the 16th day of May 2022

Signed at [REDACTED] on the [REDACTED] day of [REDACTED] 20 [REDACTED]

Witness

for and on behalf of
City of Cape Town

INSURANCE BROKER'S WARRANTY

03 November 2021

TO WHOM IT MAY CONCERN,

Subject: Confirmation of Insurance for Absa Group Limited.

THIS LETTER IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS LETTER DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY REFERENCED BELOW.

This letter serves to confirm that we have arranged short term comprehensive insurance cover as set out below:-

GENERAL

Insured : Absa Group Limited including all Subsidiaries or as disclosed to the Insurers

Principal Address :

Period of Insurance : 1st November 2021 to 31st October 2022 (both dates inclusive)
in respect of Comprehensive Crime; Professional Indemnity; Cyber Liability and Network Interruption, Directors & Officers Liability, Assets All Risks, Comprehensive General Liability, Property Terrorism & Sabotage, SASRIA and Corporate Travel

Broker :

COMPREHENSIVE CRIME, PROFESSIONAL INDEMNITY AND CYBER LIABILITY & NETWORK INTERRUPTION INSURANCE

Lead Insurer :

Interest : Comprehensive Crime, Professional Indemnity and Cyber Liability & Network Interruption

Limit of Liability : Comprehensive Crime and Professional Indemnity Combined
ZAR 4,050,000,000 each Single Loss
ZAR 8,150,000,000 in the Annual Aggregate

Cyber Liability and Network Interruption
ZAR 1,200,000,000 in the Annual Aggregate

Extensions and Sub-limits apply

Territorial Limits : Worldwide

DIRECTORS & OFFICERS LIABILITY

Lead Insurer :

Interest : Directors & Officers Liability

Limit of Liability : ZAR 4,000,000,000 in the Annual Aggregate

Extensions and Sub-limits apply

Territorial Limits : Worldwide

ASSETS ALL RISKS

Lead Insurer :

Interest : All risks of loss of or damage to Insured Property including electrical and mechanical breakdown, subject to the terms and conditions of the policy

Insured Property : All physical assets owned by or leased to the Insured or held by the Insured in trust or on commission or for which they are responsible

Limit of Indemnity : Full Value each and every occurrence, not exceeding 120% of the Declared Value

Territorial Limits : South Africa and Absa Regional Operations as declared

COMPREHENSIVE GENERAL LIABILITY

Insurer :

Interest : Comprehensive General Liability including General Liability, Products Liability, Statutory Legal Defence Costs, Wrongful Arrest/Defamation, Employers' Liability, Gratuitous Negligent Advice, Incidental Medical Malpractice, Excess of Loss Liability and Claim Preparation Costs associated with such risks

Limit of Liability : ZAR 500,000,000 in the Annual Aggregate

Extensions and Sub-limits apply

Territorial Limits : Worldwide

PROPERTY TERRORISM & SABOTAGE

Insurer : [REDACTED]

Interest : Loss of or damage to Insured Property due to terrorism, riot and strike, insurrection, Coup d'Etat, but excluding war and civil war

Insured Property : All physical assets owned by or leased to the Insured or held by the Insured in trust or on commission or for which they are responsible

Limit of Indemnity : ZAR 1,000,000,000 in the Annual aggregate

Extensions and Sub-limits apply

Territorial Limits : South Africa and Absa Regional Operations as declared

SASRIA

Insurer : [REDACTED]

Interest : Loss of or damage to Insured Property due to terrorism, riot and strike, insurrection, Coup d'Etat, but excluding war and civil war

Limit of Indemnity : ZAR 1,500,000,000 in the Annual aggregate

Extensions and Sub-limits apply

Territorial Limits : South Africa

CORPORATE TRAVEL

Insurer : [REDACTED]

Interest : Corporate Travel

Limit of Indemnity : Varies, see below:

Emergency Medical Expenses	Unlimited, but R 40,000 in respect of domestic travel within country of residence
Emergency Medical Repatriation	Actual expenses (not applicable to domestic travel within country of residence)

Supplementary Travel & Accommodation Expenses	Up to R 40,000 (not applicable to domestic travel within country of residence)
Pre-existing Medical Conditions	Up to R 10,000,000 (not applicable to domestic travel within country of residence)
Cancellation / Curtailment	Up to R 65,000
Travel Delay	Up to R 10,000, subject to time delay of more than 4 hours
Luggage	Up to R 40,000, but limited to R 10,000 any one item
Money	Up to R 10,000
Political Evacuation	Up to R 1,500,000 (not applicable to domestic travel within country of residence)
Personal Liability	Up to R 25,000,000
Legal Expenses	Up to R 50,000 (not applicable to domestic travel within country of residence)

Territorial Limits : Worldwide

OTHER

Various stand-alone policies for Absa Regional Operations, according to specific requirements, also apply.

Should you have any queries, please do not hesitate to contact us.

Sincerely,



(Working Under Supervision)

PART 4: SPECIFICATIONS

ACRONYMS AND ABBREVIATIONS USED

ABAP : Advanced Business Application Programming
 ACB : Automated Clearing Bureau
 DI : Deposit Identifier (reference)
 CDV : Check Digit Validation
 CIT : Cash in Transit
 CCT : City of Cape Town
 DMTN : Domestic Medium Term Note
 EFT : Electronic Funds Transfer
 ERP : Enterprise Resource Project
 [REDACTED] e
 MICR : Magnetic Ink Character Recognition
 POS : Point of Sale
 [REDACTED] : CCT's Main Frame Computer System
 SENS : [REDACTED] Stock Exchange News Service
 TPC : Third Party Collector (CCT vendor)

A) BACKGROUND

The City of Cape Town wishes to appoint a registered bank and/or other registered financial institutions to meet the banking needs of its operational activities and other financial services required.

The existing Main Bank Tender, in respect of all sections expires on 31 March 2023 and the CCT now requires tenderers to tender for its new 5 year banking contract commencing on 1 April 2023. Other financial services included in this tender are the Bank-Listed Beneficiary/Electronic Validation Services, Lead Arranger, Debt Sponsor and Custodian Services.

The sections below set out the banking and other financial services which the CCT requires to be supplied or made available.

It must be noted that should there be any other requirements or niche services which fall outside of the scope of this tender, the CCT reserves the right to procure those services by means of a separate process.

The CCT reserves the right to award the various services to different financial institutions which can result in financial institutions receiving a proportionate share of the awards in terms of this tender.

The City intends to award the tender per section - tenderers may choose to tender for any section and may elect to tender for one or multiple sections.

B) DETAILED SPECIFICATIONS**SECTION 1: TRANSACTIONAL BANKING SERVICES****1) BANKING REQUIREMENTS**

The following are the user requirements in respect of banking facilities for CCT.

1.1 INCOME**1.1.1 CASHIER'S DEPOSIT ACCOUNT**

- i. **Purpose:** The Cashier Deposit Account will receive CCT cashier and TPC deposits, with a 12-digit DI. These deposits are from CCT receipting points and/or TPC, lodged to the bank either by a CIT company or direct by an individual. Validation of the DI by the bank's system must meet the CDV rule as mentioned in Appendix A1.
- ii. Pre-Printed deposit books/pads are required to record individual cashiers' deposits to this account. Type of pre-printed books/pads:
 - Pre-printed carbonised deposit books (50 - in triplicate) with 12-digit DI and name of the site (provided by the CCT) with MICR Code.
 - Pre-printed carbonised deposit pads (50) with MICR Code. The pad is to have 12 empty blocks for the CCT's cashier to fill in their 12-digit DI.
 - Blank non-carbonised pads (100) (A4) with MICR Code.

CCT reserves the right to source these deposit books/pads either from the tenderer or another service provider.
- iii. The 12-digit DI is the only reference which must appear on the Cashiers Deposit bank statement when deposits are made.
- iv. Merchant services income will be deposited into this account.

1.1.2 GENERAL INCOME ACCOUNT

- i. **Purpose:** The General Income Account will receive EFT's with a 9-digit DI. This account is also the Primary Bank account for the receipt of income from National and Provincial Government.
- ii. As far as possible, every deposit/EFT must bear the 9-digit DI, therefore the bank's system must meet the CDV Rule as listed in Appendix A2 paragraph 6. This DI is the only reference which must appear on the General Income Account bank statement.

1.1.3 CASH CENTRES

- i. The bank shall provide a facility where it can receive the CCT's CIT company who will be dropping off cash deposits.
- ii. This facility is to have dedicated bank tellers to process CCT deposits.
- iii. This facility shall have a system in place which will validate the DI's as mentioned in 1.1.1 and 1.1.2 above. In addition, this system must be able to track the receiving, processing and finalisation of a deposit.
- iv. This facility must have video footage of all CCT's deposits being counted by the bank tellers. Such video footage must clearly show the CIT deposit bag number and must be kept for a minimum of sixty (60) days. Recordings of the video footage must be made available to CCT on

request and CCT must have the right to take a copy of such recordings away from the cash centre.

- v. Cash shortages / surpluses at the Cash Centre to be communicated immediately to the relevant CCT officials. In the event of shortages or surpluses, the deposit total must not be adjusted, instead a debit or a credit of the said amount must be passed. These adjustments must carry the DI. The same would apply to forged notes and mutilated coins. The forged notes must be retained by the bank for a period of 14 working days to allow the CCT to view the note(s).
- vi. CCT's Bank Deposit slips are to be returned daily via the CIT company, where applicable.
- vii. Deposits received by the Cash Centre at any time during the day must be given same day value.
- viii. Cash Floats (change specie) to be provided by the bank in terms of cash specifications produced by the CCT.
- ix. Money bags to be supplied by the bank at no cost to the CCT.

1.1.4 UNPAID ITEMS

- i. Must be debited individually on the Bank Statements and bear the same unique identifier reference as the original deposit.

1.1.5 ELECTRONIC PAYMENT SYSTEM

- i. Required for bulk monthly debit order and daily refund batch runs.
- ii. Details of unpaid debit orders to be provided daily with a reconciliation of accepted/rejected payments.

1.1.6 CASH MANAGEMENT / PC BASED

- i. Cash receipting management must have online viewer access to bank statements.

1.1.7 ELECTRONIC REFERENCE VALIDATION

- i. CCT requires Electronic Reference Validation on all electronic/internet payments made by its clients to CCT. Every deposit/EFT must bear the 9-digit DI, therefore the bank's system must meet the CDV Rule as listed in Appendix A2 paragraph 6. This DI is the only reference which must appear on CCT's bank statement. CCT will award this service to more than one service provider.

1.1.8 LISTED BENEFICIARY

- i. CCT is a bank-listed beneficiary at all the major banks. Clients should only be permitted to transact to CCT's specified account via the bank's listed beneficiary facility. Any attempts by the bank's client to transact directly by means of inserting the CCT's account number should be rejected and the client should be redirected to the bank's listed beneficiary facility.

1.2 EXPENDITURE

This category represents transactions pertaining to Payroll, Accounts Payable and Sundry payments.

1.2.1 SALARY BANK ACCOUNT

- i. **Purpose:** This Bank Account is utilised for the payment of all salary related items, including third party payments (PAYE, Pension, Medical Aid Deductions, Bond Pay Overs etc.) for approximately 31 000 staff members monthly, 5000 Expanded Public Works Programme (EPWP) workers bi-weekly and 45 ex gratia pensioners.
- ii. The vast majority of such payments are processed electronically via EFT's using a "Bulk transactional file exchange system" and "Cash Management System" (PC Based).
- iii. All transactions debited or credited to this Bank Account must contain effective referencing for clear identification. In such instances the EFT batch number should be quoted in the text field. The same procedure is required for "Unpaid" EFT amounts relating to an individual employee payment.
- iv. Monies to be recalled on the same day service.
- v. All ACB/EFT transactions not completed by due date must be returned to this account within 48 hours of such due date.

1.2.2 MAIN BANK ACCOUNT

- i. The purpose of this account is for:
 - a. Expenditure
 - Electronic transfers are processed by Accounts Payable through the main account for the settlement of costs relating to goods and services.
 - The ability to make use of the batch same day service.
 - To be able to request an extended cut-off time for electronic transfers on short notice. The Bank should stipulate daily exact cut-off times for electronic transfers, including Saturdays.
 - b. Sundry payments and receipts
 - All Investments made and external loan repayments will be processed via electronic transfers through the Main Bank Account.
 - Payments in respect of interest earned on investments and the repayment of investments will be received through the Main Bank Account.
 - Ad Hoc Income will be made into the Main Bank Account at the discretion of the CCT.
 - c. Refunds
 - Amounts relating to revenue refunds will be processed through the Main Bank account.
- ii. All transactions debited or credited to this Bank account must contain effective referencing for clear identification of amounts placed to the account. In such instances, the EFT batch should be quoted in the text field for easy reference.
- iii. The same procedure will be required for "Unpaid" amounts.

1.3 GENERAL

The following category pertains to all bank accounts.

1.3.1 BANK CHARGES AND INTEREST

- i. Bank Charges and interest for all of the bank accounts in the name of the City of Cape Town must be directed to the Main Bank Account.
- ii. Invoices supported by detailed workings of the calculation of the bank charges and interest must be supplied monthly.

1.3.2 SWEEPING OF BALANCES

- i. Balances in all Bank Accounts will be automatically swept to and from the Main Bank account at the close of business daily reducing all bank accounts, except the main bank account, to nil.
- ii. Different sweeping options should be available regarding minimum and maximum amounts, timing and frequency of sweepings.
- iii. For interest calculation purposes, and for the application of overdraft and other banking limits, balances on all accounts must be notionally consolidated at all times by the bank within one overall cash management system. Interest should be paid on all daily net credit balances, calculated at a prime-linked rate of interest.

1.3.3 BANK STATEMENTS

- i. Bank statements must be sent electronically in PDF format on a daily basis and hard copies must be made available on request.

1.3.4 IMAGING OF ALL DEPOSIT SLIPS

- i. Imaging of deposit slips to be made available electronically.

1.3.5 CLOSURE OF ACCOUNT

- i. Should the existing tenderer's contract not be renewed at the end of the contract period, the tenderer will be required to continue providing services prior to the take-over of the new tenderer, at the same terms and conditions, for a maximum period of six (6) months from the end of the contract, primarily to accommodate the continued receipting of deposits paid into the City's old bank accounts until residents have made the conversion to the new accounts.

1.4 IT / SAP REQUIREMENTS

1.4.1 BULK TRANSACTION FILE EXCHANGE

- i. A secure solution must be provided enabling CCT's message brokering system () to transfer transactional files to the Bank's "staging area" directly for processing. The Bank in turn must be able to transfer files (bank statements / rejection files/ redirects etc) as well as messages (Accepted / rejected etc) to CCT's staging area directly or make files available in its staging area for collection by CCT.
- ii. The tenderer is required to document their preferred end-to-end secure solution.
- iii. It is imperative that all data is transmitted in a securely, encrypted form. The bank should be able to encrypt files for transmission and decrypt files received from CCT.
- iv. High Availability:

Connectivity – transmission should be very reliable and fast.

Redundancy – alternatives should be in place to provide failover(s) in case of issues preventing transmission on the normal channel.

- v. The format of the files should preferably be in the standard ACB/BankServ format. If an alternative format is required by the bank, it should be something that can be created in the ■■■ ABAP programming environment. The successful tenderer will be required to provide the source code for this, if it is not already part of the CCT's solution.
- vi. A message indicating if the transactional file was accepted needs to be returned within one hour.
- vii. The system must be able to handle more than one payment file per day (no overwriting of previously sent file).
- viii. The system must be able to handle payments to all banks in one file.
- ix. The bank must be able to accommodate the needs of different business units within CCT with segregation of responsibility and access for staff within each unit.
- x. Item/Transaction limits, day limits, weekly limits, etc. must be definable at the level of a business unit.
- xi. The bank must provide a solution that will send notifications to staff within the individual business units of CCT when any of that unit's limits are close to being consumed.
- xii. The solution must include the use of control totals to ensure the integrity and completeness of each file's content.
- xiii. A device, such as sequential numbering of files, must be employed to prevent the accidental duplication of files within each business unit.
- xiv. A statement of the transactions processed against CCT's bank account(s) must be sent to CCT on a daily frequency.
- xv. The bank statement files produced by the bank should preferably be in the MultiCash format. If the bank produces the file in an alternative format it must be easily converted in the ■■■ ABAP programming environment. The successful tenderer will be required to provide the source code for this if it is not already part of CCT's solution.

1.4.2 DESKTOP/DIRECT SOLUTION

- i. A desktop-based online solution (utilising modems or the internet as a communication medium) needs to be provided for ad hoc payments of small volumes of manually captured transactions.
- ii. This solution needs to have a built-in segregation of duties in capture and approval of transactions before processing.
- iii. This solution can also be used as the backup solution to the secure solution described above.
- iv. Users of the solution must be required to change their passwords every 30 to 40 days.
- v. An online bank inquiry solution needs to be provided. This could be via the desktop/direct solution mentioned above.

1.4.3 REQUIREMENTS FOR BOTH THE SECURE AS WELL AS THE DESKTOP/DIRECT SOLUTION

- i. Where payments are sent in advance, it must be possible to cancel specific transactions via email in emergency cases.
- ii. A message/messages indicating rejected/unpaid transactions needs to be returned within 48 hours.
- iii. The bank must be able to process payments to banking institutions using universal branch codes.
- iv. All rejected transactions must be returned along with the reference fields provided in the original transaction.
- v. Branch code verifications as well as electronic reference validations are to occur immediately after any transactions are sent.
- vi. Normal internet e-mail will not be acceptable as a mode of transmission between CCT and the bank. Except in the event of an emergency cancellation of a future dated payment as described in 1.4.3 (i).
- vii. Both bulk transaction file exchange system as well as the desktop/direct solution must be able to accept transactions between the hours of at least 06:00 and 20:00 on work days (as long as CCT keeps within the cut-off times for the specific service).
- viii. CCT needs to be notified of any redirected transactions.
- ix. All debit entries on the bank statement must be assigned a unique reference number by CCT. For batched payments submitted by file it will be the batch reference number.
- x. Bank Charges and interest must be separately and uniquely coded by the bank. Any subsequent adjustments to these entries must bear the same reference number on the bank statements as the original entry.
- xi. The system needs to provide the following services: same day, one day, two day and five day as well as a warehousing service of future dated transmissions (at least 30 days in advance).

1.4.4 TESTING REQUIREMENTS

- i. Tenderers must provide a testing environment/testing facility at least six months before the start of the contract period i.e. 1 October 2022.
- ii. The test environment/facility must be available before as well as after Go-Live.
- iii. Tenderers must assign dedicated staff to be prepared to interact and respond during CCT's implementation development process.
- iv. Bank should be prepared for parallel run/s for up to two months before Go-Live.
- v. Any upgrades required to the tenderer's system to provide the services as required by CCT will be at the tenderer's own cost
- vi. CCT is due to implement a new ERP system during this tender period. It will be required that new system processes be tested thoroughly. The successful bidder will be required to provide and accept files to and from CCT to test complete functionality.
- vii. When the successful bidder upgrades software to be used on CCT's systems, CCT must be informed timeously. This is to allow for scheduling of testing and implementation time.

1.4.5 EXTERNAL TRANSACTION CODES

- i. Every bank must submit with the completed tender documents a complete list of their external transaction codes used.
- ii. This must be supplied in hardcopy and electronic format (in Excel) to an email address to be provided at implementation stage.
- iii. The list should include columns specifying the following:
 - External Code
 - Description
 - Debit/Credit Indicator

Function Code	Function Code Description	Transaction Category/ Type Code CT/DT	Statement Transaction Category Code	Transaction Code
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- iv. The successful tenderer needs to undertake to inform CCT of any new bank codes at least ten (10) working days before the code is implemented by the bank. (The eventual contract will include a clause relating to penalties if the requirement is not complied with).

1.5 MERCHANT ACQUIRING SERVICES

CCT requires acquiring services to accept debit and credit card payments from its customers **both in the assisted services on Point of Sale and E-Commerce environments.**

The service provider shall provide a merchant agreement which makes provision for the terms and conditions of such an agreement.

1.5.1 POINT OF SALE

- i. JAVA Application Programming Interface (API) required for the communication to the Pin Entry Device (PED) real-time.
- ii. The PED JAVA API must clearly communicate a SUCCESS or FAIL in the case of a timeout, with an automated re-try where connectivity is an issue and detailed data in both scenarios must be provided to the POS application for logging and audit purposes.
- iii. In the case of a FAIL on multiple retries of the transaction, it is the banks responsibility to ensure that no monies were deducted from the client's account.
- iv. This must return the Issuer Identification Numbers (IIN), previously known as Bank Identification Number (BIN) to the POS.
- v. The information returned from the PED must clearly indicate whether it was a credit card or debit card success.
- vi. The reversal and payments should be handled in the same way and only the action passed in should be different.
- vii. JAVA API real-time for POS to receive an interface with confirmation of the Issuer Identification Numbers (IIN), previously known as Bank Identification Number (BIN) list that can be automated for checking of DEBIT and CREDIT cards processing inclusive of the reversals.
- viii. The service provider is to supply CCT with both mobile and fixed card-terminal devices, which will operate via the internet on the bank's infrastructure.

- ix. CCT's Point of Sale device must interface directly with the service provider's card terminal device via a serial interface connection or JAVA API.
- x. **The service provider must provide CCT with the specifications of this interface in order for CCT to upgrade its Point of Sale software.**
- xi. **These specifications will be passed onto CCT's service provider responsible for the upgrading of CCT's Point of Sale software**
- xii. **All parties will sign a non-disclosure agreement in this regard.**
- xiii. The service provider shall be compliant with the Payment Card Industry Data Security Standard (PCI) and will enforce 3-D Secure protocols to ensure that customers' details stay secure and do not get exposed to malicious users. Proof of PCI certification must be provided.
- xiv. **CCT will also have sites where fixed card terminals without an interface as well as mobile card terminals will be required.**
- xv. **CCT currently operates approximately 250 card terminal devices of which approximately 160 interface with CCT's Point of Sale software.**
- xvi. The location of these terminals is at the discretion of CCT.
- xvii. The terminals will be the property of the bank and will carry its branding.
- xviii. The service provider shall deposit CCT's revenue per merchant number within 24 hours of the date of the transaction.
- xix. **ALL costs** related to this service are to be included.
- xx. **CCT will provide the paper rolls and the insurance cover for the card terminal devices.**
- xxi. **Passing of deposit details in real time**

JAVA Application Programming Interface real-time for CCT's Point of Sale System to pass CCT cashier's deposit details to the bank

- (a) CCT's Point of Sale device must interface directly with the service provider's banking system.
- (b) The service provider must provide CCT with the specifications of this interface in order for CCT to upgrade its Point of Sale software.
- (c) These specifications will be passed onto CCT's service provider responsible for the upgrading of CCT's Point of Sale software.
- (d) All parties will sign a non-disclosure agreement in this regard.

1.5.2 E-COMMERCE

PAYMENT GATEWAY SERVICE

- i. CCT's requirement is for card payment facilities on CCT's E-Services Portal. The portal is part of CCT's SAP environment.
- ii. The successful **Service Provider** shall be required to connect seamlessly to the SAP system and bear all the cost, inclusive of hardware and software, of such connectivity. No proprietary tenderer

software shall be permitted before or on CCT's firewall.

- iii. The SAP interface specifications and business model shall only be made available to the successful **Service Provider**.
- iv. The **Service Provider** shall:
 - a. Cater for the most common online payment methods, which are credit cards, debit cards, Secure EFT (SID) and EFT.
 - b. Be PCI compliant and enforce 3-D Secure protocols to make sure that customers' details stay secure and do not get exposed to malicious users. Proof of PCI certification must be provided.
 - c. Authenticate each client request against a secure client Secure Sockets Layer (SSL) certificate to ensure data transmission is secure.
 - d. Implement a mutually acceptable security mechanism to prevent spoofing.
 - e. Provide acceptable message responses to indicate whether or not a payment was successful and if not, adequate response codes that indicate why the payment was unsuccessful.
 - f. Provide a separate mechanism to confirm whether or not a payment was successful in the event of a communication failure or other abnormal interruption to a transaction.
 - g. Provide CCT with a Payment Transaction file on a daily basis.
 - h. Transfer, via EFT, the consolidated Rand value of the Payment Transaction File into CCT's nominated bank account, every BANKING DAY. The EFT reference MUST be the numeral progressive Deposit Identifier determined according to the formula provided in ANNEXURE A1, above.
 - i. In the event of an indeterminate result between the Service Provider and the banks or clearing house, ensure that a determinate outcome can be assured and reflected to CCT.
 - j. Deliver periodic statements to CCT for reconciliation purposes.
 - k. Have a mechanism to reverse any transaction no matter what payment method used. This is for instances when a transaction succeeds on the payment provider and then fails on the portal. It will also cater for scenarios where the client possibly made a double payment.

1.6 BANK RECONCILIATION

- i. Bank Reconciliations to be performed electronically by CCT. Bank statements will be downloaded daily from the bank in the file layout format required by [REDACTED] and uploaded into the [REDACTED] bank reconciliation system using the transaction identifier /reference number on the statement to determine the type of transaction.
- ii. All bank statement transactions require to be clearly and correctly referenced in an agreed manner to facilitate the [REDACTED] bank reconciliation process.
- iii. The sending of the statement file must take place as soon as possible after 12 am daily but not later than 4am.

1.7 BANK FACILITIES

In addition to the above, CCT requires the following minimum banking facilities / services:

- Overnight/bridging facility linked between CCT's main and call account in the event of an overdraft.
- Overdraft Facility
- Letter of Credit
- Guarantees
- Forward cover
- Foreign currency
- ACB debits and credits
- Travel Lodge Card facilities
- Customer credit referencing
- Economic advice/forecasting
- Mark to market valuation of financial assets and liabilities for year-end accounting purposes.
- Funds transfer: Daylight Limit

These facilities must be agreed upon upfront at the commencement of the tender for the full period of the tender. An annual review of the facilities required will be performed and should changes be required, this will be requested from the tenderer and submitted for approval to Council as and when necessary during the tender period.

1.8 PROTECTION AGAINST FRAUD

CCT requires to be protected against all forms of fraud relating to the receipt and payment of cash, and the processing of banking transactions. Such measures should include authorisation of EFT's, password controls, bulk cash handling security, payment mandates, security of data, credit/debit transactions, etc.

1.9 BOND TRANSACTIONS

1.9.1 BOND CAPITAL EVENTS SETTLING BANK

- i. In terms of [REDACTED] Debt Instruments Solutions (DIS) system, it requires all issuers to appoint a Settling Bank who will be responsible for the payment of CCT's bonds coupons and/or redemptions on Payment Dates. The Settling Bank will be a direct participant in the [REDACTED] system. CCT will fund the account at the Settling Bank and instruct the Bank to act on [REDACTED] funding request. CCT will provide the Settling Bank with an authority to debit our bank account with the precise amount due.
- ii. [REDACTED] will send a Society for Worldwide Interbank Financial Telecommunication (SWIFT) notification to CCT's bank quoting the corporate event ID, the amount to be debited and CCT's bank account details. The SWIFT notification sent by [REDACTED] to CCT's Settling Bank will be automated (i.e. Straight-Through-Processing (STP)). There will be no manual intervention by [REDACTED].
- iii. Furthermore, [REDACTED] is a member of the [REDACTED] [REDACTED] being the payment management body recognised by the [REDACTED] in terms of the National Payment System Act No. 78 of 1998 (NPS Act), to organise, manage and regulate the participation of the members in the payment system.
- iv. The Settling Bank will open a South African Multiple Option Settlement (SAMOS) Continuous Batch Processing Line (CBPL) account number for Bonds Capital Events and this will be recorded in [REDACTED] DIS system. The payment advice to the Settling Bank on Payment Date will contain the account to be debited (CCT's account number) and the account to be credited (Settling Bank's SAMOS CBPL account number).

1.9.2 TRANSFER AGENT

- i. CCT requires the services of a transfer agent as required by the [REDACTED] Debt Listing Requirements. The transfer agent is an entity who maintains a register of Debt Securities.

1.9.3 SETTLEMENT/PAYING AGENT

- i. CCT requires the services of a settlement agent/paying agent as required by the [REDACTED] Debt Listing Requirements. The settlement agent/paying agent is an entity which undertakes certain functions with regard to payments in relation to Debt Securities

1.9.4 CALCULATION AGENT

- i. CCT requires the services of a calculation agent as required by the [REDACTED] Debt Listing Requirements. The calculation agent is an entity which performs certain functions, with regard to calculations in relation to a Debt Security.

1.10 TRANSACTION VOLUMES

The following are the actual volume of CCT's banking transactions for the period 1 July 2020 to 30 June 2021

A. PAYMENTS

Number of EFT's:	
ACB Credits (Payments) 69 169	
ACB Debits (Collections) <u>524 069</u>	593 238
Number of EFT's: Cash Management system (PC Based) – Payments	208
Electronic Statement Delivery (Bank statement transactions – all accounts)	4 032 889

B. RECEIPTS

Value of Cash deposits	R614 481 558
Deposit Identification Charges	
• Main Bank (approximate number of transactions)	469 439
• Other Banks (approximate number of transactions)	2 604 071
Number of unpaid debit orders	17 094
Electronic Funds Transfer	R22 370 461 883

C. EMPLOYEES

Number of employees: Monthly	31 000
Number of Expanded Public Works Programme workers: Bi-weekly	5 000
Ex Gratia Pensioners	45

D. BILLING VOLUMES

- Municipal accounts (Per month) ±1 000 000

E. CASH MANAGEMENT SYSTEM (PC Based)

Number of users	30
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F. CASH RECEIPTING OFFICES

210

(A listing of various cash offices will be made available on request)

1.11 POSSIBLE FUTURE INNOVATIONS / POTENTIAL VALUE ADDED SERVICES

The Tenderers are requested to give their comments on the following:

- Other relevant innovations available for implementation by the bank.

1.12 SPECIAL NOTE:

1.12.1 CCT reserves the right to also have other service providers for the following services:

- **The Electronic Reference Validation on all electronic/internet payments made by its clients to CCT.**

1.12.2 The successful tenderer must be prepared to negotiate any new developments/services which may become available during the tenure of the contract.

SECTION 2: BANK-LISTED BENEFICIARY/ELECTRONIC VALIDATION SERVICES

1.1 CCT bills in excess of one million municipal accounts (e.g. CCT's Rates & Services Account, which a customer may present for payment) monthly. CCT has a responsibility:

- 1.1.1 to collect all revenue due and payable to CCT
- 1.1.2 to ensure effective revenue collection systems are in place and to provide extensive convenient pay point facilities for its customers to pay for rates and services (municipal accounts) received from CCT to maximize the collection of all outstanding debt in an efficient and effective manner.

1.2 The section calls for service providers to provide its clients who are also clients of CCT with a payment platform to pay their municipal account.

1.3 This platform must have an Electronic Reference Validation on the reference number the client will be inserting, which will be a 9-digit number.

1.4 All electronic/internet payments made by the tenderer's clients to CCT must bear the 9-digit reference number, therefore the bank's system must meet the CDV Rule as listed in Appendix A2 paragraph 6. This is the only reference which must appear on CCT's bank statement.

1.5 This section has been separated from section 1 of the tender in order to provide the opportunity for unsuccessful bidders for section 1 and other banks who are unable to provide the full range of transactional services to also apply to provide the service to CCT.

1.6 CCT may award this service to more than one service provider.

- 1.7 This section will be awarded separately however, tenderers making submission for section 1 of this tender, must complete all requirements for paragraph 1.1.8 as well. The successful bidder for section 1 will not be considered for the award of section 2.

SECTION 3: LEAD ARRANGER AND DEBT SPONSOR FOR CCT'S MUNICIPAL BONDS

3.1 LEAD ARRANGER

The required roles and responsibilities of the Lead Arranger in the process of updating the DMTN programme, and issuing bonds under the programme, are in the following areas:

i. ADVISORY

- Provide an analysis of current and projected market demand, and indicative pricing, for CCT's Municipal bonds.
- Analyse CCT's borrowing needs.
- Advise on the size, timing, tenor and structure of CCT's bonds to be issued.
- Advise on capital redemption options, bullet or amortising.

ii. PROJECT MANAGEMENT

- Project manage, together with CCT's Treasury and other officials, the process of listing and issuing bonds.
- Prepare, and report against, detailed timelines of the process from inception through to bond issue.

iii. PROCUREMENT AND OTHER SERVICES

- Identify other external advisors/service providers required in the process.
- Specify their roles and responsibilities.
- Assist in the process, and with the documentation, of their procurement.

iv. LEGAL COMPLIANCE/DUE DILIGENCE

- Comply with the legal and due diligence requirements of the DMTN programme and the [REDACTED]
- Comply with National legislation, in particular the Municipal Finance Management Act chapter 6 and Government Notice no. 29966, Municipal Regulations on debt disclosure.
- Comply with CCT's internal policies, including Supply Chain Management and Investment policies.
- The tenderer should have an understanding of the relevant legislation applicable to the raising of loans by Municipalities, and how it would be applied to CCT's bond issue.

v. DOCUMENTATION

- Assisting with the preparation of a new DMTN programme, if this is required
- Updating existing DMTN programmes and listing on [REDACTED].
- Prepare bond prospectus.
- Assisting with the preparation of the disclosure statement required to be published in terms of the Debt Disclosure Regulations.
- Prepare marketing and roadshow documentation.

vi. MARKETING

- Devise and implement marketing strategy, in conjunction with CCT's Communication Directorate.
- Arrange and co-ordinate road shows to potential investors.

- Liaising with investors to ascertain the demand for the bond issues and providing feedback to CCT in order to finalise the precise terms and timing of the issue of the bonds.

vii. BOND ISSUE

- Act as dealer for the bond issues under the DMTN programme.
- Conduct the book build process in respect of the issue of bonds
- Assist with the Issue and listing of the bonds on the [REDACTED]
- Liaising with [REDACTED] and the settlement agent in respect of the issue of bonds.

viii. STATUTORY REGISTRATIONS

- The tenderer should provide proof of registration with the [REDACTED].
- The tenderer should provide proof of [REDACTED] dealer membership

CCT reserves the right to make use of the services of other arrangers specifically for the purposes of private placements (listed or unlisted) instead of the services of the tenderer appointed for the above-mentioned lead arranger role.

3.2 DEBT SPONSOR

The [REDACTED] listing requirements requires CCT to appoint a Debt Sponsor.

The role of a Debt Sponsor is:

- to ensure that CCT is guided and advised as to the application of the Debt Listing Requirements as it relates specifically to a municipality;
- act as a conduit for communication between the issuer and the [REDACTED]
- manage the submission of documentation to the [REDACTED] and ensure its compliance with the debt listing requirements prior to submission;
- approve all market notices and SENS notices relating to the issuer and to any listed debt securities;
- facilitate the implementation of all listed debt transactions;
- assist in obtaining all necessary approvals for debt securities
- to ensure compliance with the qualifications of the responsibilities of a Debt Sponsor as contained in paragraph 2.7 of the [REDACTED] Debt Listings Requirements dated August 2020 (Refer appendix B).

In addition, in terms of section 14 of the Municipal Regulations on Debt Disclosure, where a municipality, having incurred debt through the issuing of municipal debt instruments, must, annually within 90 days after the end of the financial year until the debt has been repaid, prepare a consolidated disclosure statement.

SECTION 4: CUSTODIAN OF THE SECURITIES PURCHASED AND SETTLED BY CCT'S APPROVED FUND MANAGERS

CCT requires the services of a custodian to manage the accounts of its investment fund manager accounts. There are currently ten (10) fund manager accounts however this is subject to change.

The custodian must be registered with the [REDACTED] and [REDACTED] for the settlement and purchasing of securities by CCT's appointed fund managers. The roles and responsibilities of the custodian are as follows:

- Providing CCT with daily holding reports/statements
- Providing CCT with monthly invoices of all fund managers
- Providing supporting documentation of the fee calculation
- Providing detailed records of all acquisitions, receipts and disbursement for CCT's auditors
- Providing CCT and its auditors with an audit certificate at CCT's financial year end.

C) SERVICES CURRENTLY PROVIDED BY THE TENDERER

Please indicate whether the following services are provided:

- For items where the “No” column is ticked i.e. the service is not immediately available, the “If no, can be implemented by 1 January 2023 column” can be ticked to indicate that the tenderer can implement within the specified time period
- Where the “If no, can be implemented by 1 January 2023” column has been greyed out, this is an immediate requirement i.e. must be available when the tender is awarded

SPEC REF	NUMBER	TECHNICAL COMPATIBILITY	YES	NO	If no, can be implemented by 1 January 2023
		Cashiers' deposit account:			
1.1.1 (i)	1.1	Must only accept CCT cashier deposits with a valid 12 character Deposit Identifier. . Refer Appendix A1 for Deposit Identifier specifications			
1.1.1 (iii)	1.2	No acceptance of deposits without the deposit identifier mentioned in Point 1.1.			
1.1.3 (iii)	1.3	Validation of deposit identifier mentioned in Point 1.1			
1.1.3 (iii)	1.4	Any adjustment must show original deposit identifier.			
		Other income bank accounts:			
1.1.2 (ii)	1.5	No acceptance of deposits without deposit identifier. Refer Appendix A2			
1.1.7	1.6	Validation of deposit identifier mentioned in Point 1.5.			
1.1.8		CCT is a bank-listed beneficiary at all the major banks. The bank's clients should only be permitted to transact to this account via the listed beneficiary facility. Any attempts by the client to transact directly by means of inserting CCT's bank account number should be rejected and the client be redirected to the listed beneficiary facility.			
		Expenditure			
1.2.1 (iii) & 1.2.2 (ii)	1.7	All transactions debited or credited must contain effective referencing for clear identification.			
1.2.1. (iii) & 1.2.2 (iii)	1.8	The same referencing procedure will be required for “Unpaid” amounts.			
SPEC REF	NUMBER	TECHNICAL COMPATIBILITY	YES	NO	If no, can be implemented

					by 1 January 2023
		Bank reconciliations			
1.6 (i)	1.9	Bank statements to be downloaded daily in the required file layout format.			
1.6 (ii)	1.10	All bank statement transactions require to be correctly referenced to facilitate reconciliation process on the City's financial systems.			
		Electronic Payment Solution			
1.4.1 (i)	1.11	Secure solution that can handle CCT's transactional volumes.			
1.4.1 (i)	1.12	Transfer electronic transactions from CCT's financial systems to the bank's system without downloading the transaction to a user's PC			
1.4.1 (vii)	1.13	Handle more than one payment file per day (no overwriting of previously sent file).			
1.4.1 (viii)	1.14	Handle payments to all banks in one file.			
1.4.1 (ix)	1.15	The bank must be able to accommodate the needs of different business units within CCT with segregation of responsibility and access for staff within each unit.			
1.4.1 (x)	1.16	Item/Transaction limits, day limits, weekly limits, etc. per business unit.			
1.4.1 (xii)	1.17	The solution must include the use of control totals to ensure the integrity and completeness of each file's content.			
1.4.1 (xiii)	1.18	A device, such as sequential numbering of files, must be employed to prevent the accidental duplication of files within each business unit.			
1.4.1 (xv)	1.19	Bank statement file in a format that can easily be created in the City's programming environment.			
SPEC REF	NUMBER	TECHNICAL COMPATIBILITY	YES	NO	If no, can be implemented by 1 January 2023
		Desktop/Direct Solution			
1.4.2 (i)	1.20	Desktop-based online solution (utilising modems or the internet as a communication			

		medium) needs to be provided for ad hoc payments of small volumes of manual captured transactions.			
1.4.2 (ii)	1.21	This solution needs to have a built in segregation of duties in capture and approval of transactions before processing.			
1.4.2 (iii)	1.22	This solution can also be used as the backup solution to the secure solution described above.			
		Secure and Desktop/Direct Solution			
1.4.2 (v)	1.23	Online bank inquiry solution			
1.4.3 (iii)	1.24	Handle payments to banking institutions where a universal branch code is utilised.			
		Testing Requirements			
1.4.4 (i)	1.25	Provide a testing environment / testing facility at least six months before go-live i.e. 1 October 2022.			
1.4.4 (ii)	1.26	Test environment/facility available before go live as well as after go live.			
1.4.4 (iii)	1.27	Tenderers assign dedicated staff to be prepared to interact and respond during CCT's implementation development progress.			
		External Transaction Codes			
1.4.5 (i)	1.28	A complete list of external transaction codes used must be submitted.			
1.4.5 (ii)	1.29	Supplied in hardcopy and electronic format (in Excel)			
SPEC REF	NUMBER	TECHNICAL COMPATIBILITY	YES	NO	If no, can be implemented by 1 January 2023
1.4.5 (iii)	1.30	List contains the correct columns.			
		Merchant Services			
1.5.	1.31	Provide the end-to-end solution for CCT to be a card merchant – enabling CCT to accept debit and credit card payments at its cash receiving points and on its website.			
1.5.	1.32	Provide the solution for CCT's cash receipting			

		system to integrate with the service provider's card terminal. Using this solution CCT will upgrade its cash receipting system for integration to the service provider's card terminal.			
1.5.2	1.33	Payment Gateway Service			
		Facilitate online payments on CCT's e-services portal, including the switching services.			
		Bond Transactions			
1.9.1	1.34	Bond Capital Events Settling Bank			
1.9.2	1.35	Transfer Agent			
1.9.3	1.36	Settlement/Paying Agent			
1.9.4	1.37	Calculation Agent			
	2.	OPERATIONAL EFFICIENCY & USER FRIENDLINESS			
		Cashiers' deposit account:			
1.1.1 (iii)	2.1	Identifier to show on bank statement.			
1.3.2 (i)	2.2	Daily balances swept into main account.			
1.3.1 (i)	2.3	Bank charges and interest accrued to be			
SPEC REF	NUMBER	TECHNICAL COMPATIBILITY	YES	NO	If no, can be implemented by 1 January 2023
		directed to the Main Bank Account.			
1.1.1 (ii)	2.4	Pre-Printed deposit books and pads in line with requirements.			
1.1.3 (vi)	2.5	Deposit slips to be returned daily.			
		External Transaction Codes			
1.1.3 (vii)	2.6	Deposits received by the Bank's Cash Centre at any time during the day must be given same day value.			
1.1.3 (viii)	2.7	Cashier Cash Floats to be made up in terms of cash specifications produced by CCT. (Money bags to be supplied by the bank).			

1.4.5 (iv)	2.8	Tenderer undertakes to inform CCT of any new bank codes at least ten (10) working days before the code is implemented by the bank.			
		Other income bank accounts:			
1.1.2 (ii)	2.9	Only deposit identifier to show on bank statement.			
1.3.2 (i)	2.10	Daily balance swept into main account.			
1.3.1 (i)	2.11	Bank charges and interest accrued to be directed to the Main Bank Account.			
1.1.3 (iii)	2.12	In the case of unidentified cash, the Bank is to provide CCT with information about depositor in the absence of a deposit identifier or customer account number.			
		Bank reconciliation			
1.3.3 (i)	2.13	Bank statements must be sent electronically in PDF format on a daily basis and hard copies must be made available on request.			
1.1.4	2.14	Unpaid items must be debited individually on			
SPEC REF	NUMBER	TECHNICAL COMPATIBILITY	YES	NO	If no, can be implemented by 1 January 2023
		the Bank Statements and bear the same unique identifier reference as the original deposit.			
1.6 (iii)	2.15	The sending of the statement file must take place as soon as possible after 12 am daily but not later than 4 am.			
		Treasury			
1.3.2 (iii)	2.16	Interest and bank charge details on a daily basis.			
1.3.2 (i) & (ii)	2.17	Sweeping facilities and options.			
1.3.1 (i)	2.18	All Bank charges and interest to the Main Bank account.			
1.3.2 (iii)	2.19	Cash management scheme netting of balances.			
1.3.1 (ii)	2.20	Electronic invoices supported by detailed workings of the calculation of the bank charge			

		must be supplied monthly.			
		Imaging			
1.3.4 (i)	2.21	Imaging of deposit slips to be made electronically.			
		Bulk Transactional File Exchange			
1.4.1 (vi)	2.22	Message indicating if the transaction file was accepted needs to be returned within one hour.			
1.4.1 (xi)	2.23	The bank must provide a solution that will send notifications to staff within the individual business units of CCT when any of that unit's limits are close to being consumed.			
SPEC REF	NUMBER	TECHNICAL COMPATIBILITY	YES	NO	If no, can be implemented by 1 January 2023
		Expenditure			
1.4.1 (vi)	2.24	Report on all successful transfers.			
1.4.3 (ii)	2.25	Report on all unsuccessful transfers together with identifiers indicating vendor name and value.			
		Desktop/Direct Solution			
1.4.2 (iv)	2.26	Users of the solution must be required to change their passwords every 30 to 40 days.			
		Secure and Desktop/Direct Solution			
1.4.3 (i)	2.27	Where payments are sent in advance it must be possible to cancel specific transactions via e-mail in emergency cases.			
1.1.5 (ii) & 1.4.3 (ii)	2.28	A message/messages indicating rejected/unpaid transactions needs to be returned within 48 hours.			
1.4.3 (iv)	2.29	All rejected transactions must be returned along with the reference fields provided in the original transaction.			
1.4.3 (v)	2.30	Branch code verifications as well as Electronic Reference Validations occur immediately after any transactions are sent.			

1.4.3 (vi)	2.31	Normal internet e-mail will not be acceptable as a mode of transmission between CCT and the bank. Except in the event of an emergency cancellation of a future dated payment as described in 1.4.3 (i).			
1.4.3 (vii)	2.32	Both bulk transaction file exchange system as well as the desktop/direct solution must be able to accept transactions between the hours of at least 06:00 and 20:00 on work days, including Saturdays (as long as CCT keeps within the bank serv cut-off times for the specific service).			
SPEC REF	NUMBER	TECHNICAL COMPATIBILITY	YES	NO	If no, can be implemented by 1 January 2023
1.4.3 (viii)	2.33	CCT needs to be notified of any redirected transactions.			
1.4.3 (ix)	2.34	All debit entries on the bank statement must be assigned a unique reference number by CCT. For batched payments submitted by file it will be the batch reference number.			
1.4.3 (x)	2.35	Bank Charges and interest must be separately and uniquely coded by the bank. Any subsequent adjustments to these entries must bear the same reference number on the bank statements as the original entry.			
		Secure Solution and Desktop/Direct Solution			
1.4.3 (xi)	2.36	System must provide the following services: same day, one day, two day and five day as well as a warehousing service of future dated transmissions (at least 30 days in advance).			
		Fraud protection			
1.8	2.37	Measures to be instituted to protect CCT against all forms of fraud.			
		Bulk cash handling			
1.1.3 (i)	2.38	Details of operation of bulk cash centres.			
		Proof of operational capabilities			
1.10	2.39	Proof that the tenderer can handle the transaction volumes shown in Section 1.10 as shown in the specification by reference to the			

		tenderers existing client base and volumes, systems and infrastructure.			
SPEC REF	NUMBER	TECHNICAL COMPATIBILITY	YES	NO	If no, can be implemented by 1 January 2023
	3.	OTHER BANKING FACILITIES OFFERED			
1.7	3.1	Overnight/bridging facilities linked between CCT's main and call account in the event of an overdraft.			
1.7	3.2	Overdraft Facility			
1.7	3.3	Letter of Credit			
1.7	3.4	Guarantees.			
1.7	3.5	Forward cover.			
1.7	3.6	Foreign currency.			
1.7	3.7	ACB debits and credits.			
1.7	3.8	Travel Lodge Card facility.			
1.7	3.9	Customer credit referencing.			
1.7	3.10	Economic advice/forecasting.			
1.7	3.11	Mark to market valuation of financial assets and liabilities for year-end accounting purposes.			
1.7	3.12	Funds transfer: Daylight Limit			

APPENDIX A1

FORMULAE, ALGORITHMS AND OTHER INFORMATION

1. Formula for Cashier Deposit Bank Account Deposit Identifier.

This is a 12 digit number, *aaaabbbcccd*, where

- the first 4 digits **aaaa** identify the office number which will be assigned to the Third Party.
- the next 3 digits **bbb** identify the POS number which will be assigned to the Third Party.
- the next 4 digits **cccc** will be variable. For each new deposit slip number generated, **cccc** must increment by 1. The initial value of cccc must be 0001.
- the last digit **d** will be the Check Digit, calculated according to the CDV rule below:
 - Multiply the number by 2.
 - Divide the answer by 9.
 - Remainder = check digit

Example:

Given office number 5001, POS 216 and 21 deposit slip numbers already generated.

Deposit number : 5001 216 0022 **d**
 $50012160022 \times 2 = 100024320044$
 $100024320044 / 9 = 111138133382$ **remainder 2**

Therefore the Deposit Identifier is: 5001 216 0022 **2**

APPENDIX A2**1. Formula for General Income Bank Account Unique 9 digit account number**

The following is the check digit calculation required for CCT. The check digit is calculated using a "Modulus 9" algorithm.

Note that the first digit can be a zero and must be considered when applying the routine.

The check digit routine uses weightings 3,2,1,2,3,4,5,6 which are applied to the 8-digit contract account number to calculate 9th digit. The weightings are assigned in the following order:

First position	3
Second position	2
Third position	1
Fourth position	2

Fifth position	3
Sixth position	4
Seventh position	5
Eighth position	6

The formula for the calculation is as follows:

Multiply each digit of the contract account with the respective weight for the digit (result A). Calculate the modulus of the sum [i.e. divide result A by 9]

The remainder will be cdv number.

If the remainder equals zero, then the check digit equals 0.

Example 1:

Check digit calculation for account number assignment 11234586 (the weighting number is highlighted in bold in the calculation column):

Position	CA No.	Calculation	Total
First position	1	1 * 3	= 3
Second position	1	1 * 2	= 2
Third position	2	2 * 1	= 2
Fourth position	3	3 * 2	= 6
Fifth position	4	4 * 3	= 12
Sixth position	5	5 * 4	= 20
Seventh position	8	8 * 5	= 40
Eighth position	6	6 * 6	= 36
TOTAL (Result A)			121

121 divided by 9 = 13 Remainder 4

Therefore 4 is the digit value. The contract account number becomes 112345864.

Note for Example 1:

If the Remainder was equal to 0, the check digit would have been 0.

APPENDIX B

EXTRACT FROM THE [REDACTED] [REDACTED] [REDACTED]: DEBT LISTINGS REQUIREMENTS: APPLICATION, APPOINTMENTS AND RESPONSIBILITIES OF A DEBT SPONSOR

SECTION 2 – DEBT LISTINGS REQUIREMENTS OF A DEBT SPONSOR

Application

- 2.1 Applications to become a Debt Sponsor must be made to the [REDACTED] by submitting the application form pursuant to Schedule 4 Form A1.
- 2.2 In order to be approved as a debt sponsor or designated person a written application must be made to the [REDACTED] pursuant to Schedule 3.
- 2.3 Only secondary registered issuers will be permitted to appoint a designated person.

Appointment

- 2.4 Applicant issuers must appoint, as its agent, a debt sponsor or a designated person in relation to their placing document and debt securities, subject to the following:
- (a) New applicants and secondary registered issuers must advise the [REDACTED] in writing (providing a copy to the debt sponsor or designated person) of the appointment of the debt sponsor or designated person on the first submission for the registration of a placing document.
 - (b) Applicant issuers and secondary registered issuers must maintain the appointment of a debt sponsor or designated person until the programme memorandum has been deregistered from the [REDACTED]'s list.
 - (c) Secondary registered issuers that elect to appoint a designated person must also appoint an alternative designated person, which person must complete the application process pursuant to Schedule 3 and will be subject to all of the requirements placed on designated persons in the Debt Listings Requirements.
 - (d) The debt sponsor or designated person must notify the [REDACTED] of its appointment. Where there are joint debt sponsors, an independent debt sponsor must be appointed that will take the lead in the process. The [REDACTED] shall deal with the lead independent debt sponsor which is appointed in respect of the issue.
 - (e) A joint independent debt sponsor must be appointed where –
 - i. the debt sponsor is also the applicant issuer or is a subsidiary, an associate or a division of the applicant issuer; or
 - ii. the [REDACTED] believes, in its sole discretion, that the debt sponsor's procedures to ensure and maintain independence and objectivity in professional dealings cannot be achieved or maintained.
 - (f) Notwithstanding the provisions of paragraph 2.4(e)(i) above, an independent joint debt sponsor is not required to be appointed, where –
 - i. the applicant issuer has its equity shares listed on the Main Board or AltX of the [REDACTED]; or
 - ii. the applicant issuer is a wholly-owned subsidiary of an issuer with its equity shares listed on the Main Board or AltX of the [REDACTED].

Resignation

- 2.5 the applicant issuer is a wholly-owned subsidiary of an issuer with its equity shares listed on the Main Board or AltX of the [REDACTED].
- (e) The applicant issuer/secondary registered issuer must immediately publish an announcement on SENS confirming the resignation of the debt sponsor/designated person. The applicant issuer/secondary registered issuer and the debt sponsor or designated person must immediately inform the [REDACTED] separately in writing of the reason for the resignation.
 - (f) The applicant issuer/secondary registered issuer has 30 business days to appoint a new debt sponsor or designated person from the date of resignation of the debt sponsor or designated person, unless the [REDACTED] decides otherwise, and must advise the [REDACTED] in writing (providing a copy to the new debt sponsor or designated person) and publish an announcement on SENS immediately after the appointment of the replacement debt sponsor or designated person has been made.
 - (g) The replacement debt sponsor or designated person must ensure that, before accepting an appointment, it has requested the written reasons for the resignation as submitted to the [REDACTED] from the outgoing debt sponsor or designated person. The outgoing debt sponsor or designated person

must supply the reasons to the replacement debt sponsor or designated person within five business days of such request and the replacement debt sponsor or designated person must take account of the reasons for the resignation before accepting the appointment.

Termination

2.6

- (a) In the event that the appointment of the debt sponsor or designated person is terminated by the applicant issuer/secondary registered issuer, for whatever reason, such termination must be approved by the board of directors (or appropriate authorised officials) of the applicant issuer/secondary registered issuer. Once the termination of the debt sponsor or designated person has been approved by the board of directors (or appropriate authorised officials), the applicant issuer/secondary registered issuer and the debt sponsor or designated person must submit a report to the ■■■ stipulating the reasons for the terminations, within two business days of such termination.
- (b) In the circumstances set out in paragraph 2.6(a), an applicant issuer/secondary registered issuer must immediately publish an announcement on SENS confirming the termination of the services of the debt sponsor or designated person. The applicant issuer must make immediate arrangements to appoint a replacement debt sponsor or designated person, within 30 business days of the date on which the former debt sponsor or designated person ceased to act, unless the ■■■ decides otherwise, and must inform the ■■■ in writing (providing a copy to the debt sponsor or designated person) and publish a further announcement on SENS immediately after the appointment of the replacement debt sponsor or designated person has been made.
- (c) The replacement debt sponsor or designated person must ensure that, before accepting the appointment, it has requested the report referred to in paragraph 2.6(a) from the outgoing debt sponsor or designated person. The outgoing debt sponsor or designated person must supply this report to the replacement debt sponsor or designated person within five business days of such request and the replacement debt sponsor or designated person must take account of the reasons for the termination before accepting the appointment.

Responsibilities

2.7 A debt sponsor or designated person must:

- (a) ensure that the applicant issuer/secondary registered issuer is guided and advised as to the application of the Debt Listings Requirements;
- (b) provide to the ■■■ any information or explanation known to it in such form and within such time limit as the ■■■ may reasonably require for the purpose of verifying whether the Debt Listing Requirements are being and have been complied with by it or by an applicant issuer/secondary registered issuer;
- (c) ensure that all SENS announcements comply with the Debt Listings Requirements before submission to the ■■■;
- (d) use all reasonable endeavours to ensure that the applicant issuer/secondary registered issuer complied with the Debt Listings Requirements;
- (e) manage the submission of all documentation to the ■■■ and ensure its compliance with the ■■■ Debt Listings Requirements before submission is made;
- (f) carry out any activities which are requested by the JSE in respect of the application of the Debt Listings Requirements;
- (g) discharge its responsibilities with due care and skill;

- (h) prior to the submission of any documentation that requires approval by the [REDACTED] satisfy itself to the best of its knowledge and belief, having made due and careful enquiry of the applicant issuer that there are no material matters, other than those disclosed in writing to the [REDACTED] that should be taken into account by the [REDACTED] in considering the submission;
- (i) advise the [REDACTED] immediately if they are aware or have reason to suspect that any of their debt sponsor clients/the applicant issuer/secondary registered issuer have/has or may have breached the Debt Listings Requirements; and Tender No. DP4492S/2019/20.
- (j) be present at all discussions held between the JSE and the applicant issuer/secondary registered issuer. The [REDACTED] may, however, where it deems appropriate, communicate directly with an applicant issuer/secondary registered issuer or with an adviser of the applicant issuer/secondary registered issuer, in order to discuss matters of principle and/or the interpretation of provisions of the Debt Listings Requirements; and
- (k) adhere to the Sponsor Code of Ethics and Standards of Professional Conduct as contained in the appendix to Schedule 16 of the [REDACTED] Listing Requirements.

Directors

- 2.8 The debt sponsor or designated person must be satisfied that the directors of the applicant issuer and newly appointed directors:
- (a) have provided the information as required pursuant to paragraph 4.10(b)(i)-(xii);
 - (b) have had explained to them by the debt sponsor or designated person the nature of their responsibilities and obligations arising from the Debt Listings Requirements; and
 - (c) understand what is required of them to enable holders of debt securities and the public to be able to appraise debt securities and to avoid the creation of a false market in the debt securities of the applicant issuer once the debt securities are listed.

Annual confirmation

- 2.9 Debt sponsors and designated persons are required, on an annual basis, to provide the annual confirmation pursuant to Schedule 3.

Breach of Responsibilities

- 2.10 If the [REDACTED] determines, after taking account of written representations, that a debt sponsor or designated person has breached any of its responsibilities under the Debt Listings Requirements, the [REDACTED] is entitled to take any one or more of the following actions:
- (a) censure the debt sponsor or designated person
 - (b) remove the debt sponsor or designated person from the register of debt sponsors and designated persons maintained by the [REDACTED]
 - (c) impose a penalty not exceeding R1,000,000; and/or
 - (d) publish details of the action it has taken and the reasons for that action.
- 2.11 Where the [REDACTED] has decided to take any action described in paragraph 2.10(b), and the debt sponsor or designated person concerned objects to this decision, then the debt sponsor or designated person may appeal to the Issuer Regulation Appeal Committee in writing within two business days of the decision, giving reasons for such objection.

C) ESTIMATED ANNUAL QUANTITIES

The following are the quantities which will be used in the evaluation of prices submitted in pricing

schedule:

SECTION 1: TRANSACTIONAL BANKING SERVICES

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES
1.1.1	CURRENT ACCOUNT SERVICE FEES	
1.1.1.1	• Fixed fee per debit item	20
1.1.1.2	• Processing of Cash Deposits	R 615 000 000
1.1.1.3	• Bank serv debit/Debit order	10
1.1.1.4	• Cash withdrawal: counter	R100 000
1.1.1.5	• Stop order	10
1.1.1.6	• RD fee	20 000
1.1.1.7	• Stop payment (conducted at/by any Branch)	10
1.1.1.8	• Transfer to accounts of Main Banker	1 000
1.1.1.9	• Transfer to accounts of other banks	50
1.1.1.10	• Bankers Report	12
1.1.1.11	• Consolidated Payments (per payment)	100
1.1.1.12	• Certificate of Balance	100
1.1.1.13	• Correcting an error on Deposits	1 300
1.1.2	Bank statements	
	• PDF format	2 200
1.1.3	Bulk filing	
1.1.3.1	• Image enquiry	10
1.1.3.2	• Imaging of deposit slips on request	15
1.1.3.3	• Tracing of unidentified deposits per bank	25 500
1.1.4	Deposit Books	
1.1.4.1	• Pre-printed carbonised deposit books (in triplicate) with 12-digit DI, name of the site and MICR Code	2 500
1.1.4.2	• Pre-printed carbonised deposit pads with MICR Code. The pad is to have 12 empty blocks for CCT's cashier to fill in their 12-digit DI	1 000
1.1.4.3	• Blank non-carbonised pads (100) (A4) with MICR Code.	1000
ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES

1.1.5	Interest Rates	
	On credit balances	
1.1.5.1	Interest earned on daily current account credit balances.	Avg daily balance R50 million
	Overdrawn Balance	
1.1.5.2	Interest payable on daily current account debit balances.	R1 000 000
1.1.5.3	Monthly Interest calculation statement	2 500
1.1.6	Other Services	
1.1.6.1	Guarantees (Fully Cash Backed): Issuance Cost	R150 000 000
1.1.6.2	Guarantees (Not Cash Backed): Issuance Cost	R30 000 000
1.1.6.3	: quarterly cost thereafter	R30 000 000
1.1.6.4	Letter of Credit (Fully Cash Backed): Issuance Cost	R16 000 000
1.1.6.5	Letter of Credit (Not Cash Backed): Issuance Cost	R16 000 000
1.1.6.6	: quarterly cost thereafter	R16 000 000
1.1.6.7	Customer Credit Reference	20
1.1.6.8	Travel Card Facility	1
1.1.7	Bond Issuance Costs	
1.1.7.1	Settlement Agent	8
1.1.7.2	Calculating Agent	
1.1.7.3	Transfer Agent	
1.1.7.4	Paying Agent	
1.1.8	Strate Debt Instruments Solution	
1.1.8.1	Settling Bank	8
1.2.	ELECTRONIC BANKING	
1.2.1	Cash Management System(Desktop/PC Based)	
	Once-off Fees	
1.2.1.1	Installation	2
1.2.1.2	City's financial system integration software	2
1.2.2	Operator Fees	
	Per operator/System manager/Administrator	30
ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES
1.2.3	Account Fees	
	Own account linked to profile	
	Statement fees (60 – 180 days)	260
1.2.4	Modular Fees	
1.2.4.1	Initial Registration Fees	1

1.2.4.2	Monthly Fee	12
1.2.5	Transaction Fees	
1.2.5.1	Credits (payments against available funds)	210
1.2.5.2	Payments exceeding R5 million	60
1.2.5.3	Immediate interbank payment transaction fee	60
1.2.5.4	Account holder verification	
1.2.5.5	- Tenderer's bank verification	110
1.2.5.6	- Other bank verification	520
1.2.5.7	Cellphone based cash transfers – cardless withdrawals	20
1.2.6	Standard electronic banking notification and reminder charges:	
1.2.6.1	E-mail	80
1.2.6.2	SMS	40
1.2.7	Foreign Exchange Transactions	
1.2.7.1	Incoming Foreign Currency Payments	R15 000 000
1.2.7.2	Minimum Fee for Incoming Payments	750
1.2.7.3	Maximum Fee for Incoming Payments	750
1.2.7.4	Outgoing Foreign Currency Payments	R20 000 000
1.2.7.5	Minimum Fee for Outgoing Payments	60
1.2.7.6	Maximum Fee for Outgoing Payments	60
1.2.7.7	Foreign Exchange Contracts	10
1.2.7.8	Reserve Bank approval requests	5

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES
1.3.	HOST TO HOST PAYMENTS AND COLLECTIONS	
1.3.1.1	Registration / Implementation Fee	1
	Minimum Monthly Fee	
1.3.1.2	EFT	12
1.3.2	EFT Transactions	
	Credits	
1.3.2.1	Same Day Value Credits	12 000
1.3.2.2	One-Day Credits	660 000
1.3.2.3	Charge per transaction exceeding R5 million	380
1.3.2.4	Two-Day Credits	29 000

1.3.2.5	• Real Time Credit	1 800
1.3.3	EFT Transactions	
	Debits	
1.3.3.1	• Early Debits	200
1.3.3.2	• Same Day Value Debits	80 000
1.3.3.3	• One-Day Debits	37 000
1.3.3.4	• Two-Day Debits	415 000
1.3.3.5	• Charge per transaction exceeding R5 million	1
1.3.3.6	• Real Time Debit	1

1.3.4	Unsuccessful transactions	
1.3.4.1	• Unpays	18 500
1.3.4.2	• Re-Directs	100
1.3.5	Recalls	
1.3.5.1	• Recall fees per recall one day before action date	250
1.3.5.2	• Recall fees per recall same day	250
1.3.6	Limit Utilisation on Host to Host files submitted	
	• On every transmission	3 000
1.3.6.1	• Daily	365
1.3.6.2	• On Request	10
ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES
1.3.7	Additional Charges in respect of Error Processing	
1.3.7.1	• If aggregate value limit is exceeded	10
1.3.7.2	• If data is technically incorrect	100
1.3.7.3	• If submitted after the agreed cut-off time	10
1.4.	ELECTRONIC STATEMENT	
1.4.1	Electronic statement delivery	
1.4.1.1	• Initial registration fee	1
1.4.1.2	• Fixed monthly fee	12
1.4.1.3	• Per statement record	4 030 000
1.4.2	Add Additional Account	
1.4.2.1	• Per additional account added to an existing Electronic Statement Delivery System	5
1.5.	BRANCH DEPOSIT IDENTIFICATION	
1.5.1	Initial Registration Fee	

1.5.1.1	• Once-off	1
1.5.2	Monthly Fee	
1.5.2.1	• Fixed monthly	12

1.6.	ELECTRONIC DEPOSIT IDENTIFICATION	
1.6.1	Initial Registration Fee	
1.6.1.1	• Once-off	1
1.6.2	Monthly Fee	
1.6.2.1	• Fixed monthly	12
1.6.3	Electronic Reference Validation	750 000
1.7.	MAINTENANCE, SUPPORT AND TRAINING FEES	
1.7.1	Maintenance and Support	
1.7.1.1	• Per hour or part thereof, including travel time.	160
1.7.2	Training	
1.7.2.1	• Per hour or part thereof, including travel time.	160
ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES
1.7.3	Help Desk Enquiries	
1.7.3.1	• Transaction tracing (client support)	60
1.7.3.2	• Password reset at helpdesk	10
1.7.3.3	• Self-assisted password reset	20
1.7.3.4	• Re-issue of invoices	12
1.8.	DEBIT/CREDIT CARD MERCHANT	

1.8.1	Point-of-sale Terminal Rental	
	NFC-enabled – fixed and mobile	
1.8.1.1	Fixed	250
1.8.1.2	Additional hardware for fixed POS terminals (please provide details)	250
1.8.1.3	Mobile	5
1.8.1.4	Additional hardware for mobile POS terminals (please provide details)	5
1.8.2	Commission – Point of Sale Platform	
1.8.2.1	Per debit card transaction	R1 000 000 000
1.8.2.2	Per credit card transaction	R280 000 000
1.8.3	Commission - E-Commerce (Payment Gateway services)	
1.8.3.1	Transaction fee	50 000
1.8.3.2	Per debit card transaction	R75 200 000
1.8.3.3	Per credit card transaction	R105 500 000

SECTION 2: BANK-LISTED BENEFICIARY/ELECTRONIC VALIDATION SERVICES

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES
2.1.	Bank-listed beneficiary service	12
2.2	Electronic reference validation service	750 000

SECTION 3: LEAD ARRANGER AND DEBT SPONSOR FOR CCT'S MUNICIPAL BONDS

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES
3.1	Lead Arranger	

3.1.1	- Debt Capital Markets Advisory - Transaction Execution and Project Management - Procurement of other services - Legal compliance/Due diligence - Documentation - Marketing - Bond issue (Placement)	R2 billion bond issue
3.1.2	- Other fees and expenses (not included in the above): A. Legal Fees: Arrangers/Dealers Counsel	R2 billion bond issue
3.1.3	B. Printing and Stationery	R2 billion bond issue
3.1.4	C. Any other fees and expenses (detail): Road show expenses (include transport, flights, and accommodation)	R2 billion bond issue
3.2	Debt Sponsor	
3.2.1	To act as [REDACTED] debt sponsor	1
3.2.2	To assist in the preparation of an Annual Disclosure Statement in terms of regulation 14 of the Municipal Regulations on Debt Disclosure.	1

SECTION 4: CUSTODIAN OF THE SECURITIES PURCHASED AND SETTLED BY CCT'S APPROVED FUND MANAGERS

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES
4.1	Service Fee Monthly Fee	Based on a portfolio of R500 million
4.2	Account Maintenance Fee	10
4.3	Cash Transfer Costs	500

D) TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

E) EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT's agent upon request.

F) FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

PART 5 PRICING SCHEDULE

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule. Prices quoted shall include all applicable costs, unless otherwise indicated. No additional costs shall be considered.
- 5.5 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.6 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.7 The City intends to award the tender per section, tenderers may choose to tender for any section. Tenderers may elect to tender for one or multiple sections.

Section 2: Bank-listed Beneficiary/Electronic Reference Validation Services			
ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
Absa Bank Limited			
2.1	Bank-listed beneficiary service	Per Month	Free
2.2	Electronic reference validation service	Per transaction	R3.47

Please tick the relevant sections for which you are tendering:

Section Number	Section Title	Please tick
1	TRANSACTIONAL BANKING SERVICES	
2	BANK-LISTED BENEFICIARY/ELECTRONIC VALIDATION SERVICES	
3	LEAD ARRANGER AND DEBT SPONSOR FOR CCT'S MUNICIPAL BONDS	
4	CUSTODIAN OF THE SECURITIES PURCHASED AND SETTLED BY CCT'S APPROVED FUND MANAGERS	

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

- 1.1. Where the basis of charge refers to a percentage, this percentage will remain fixed for the duration of the contract.
- 1.2. Tenderers are requested to quote prices effective from 1 April 2023 for a period of 12 months.
- 1.3. Any future increases in these prices during the five year contract period shall occur from 1 April and will be linked to the average Consumer Price Index (CPI) as obtained from [REDACTED] for the period 1 March to 28/29 February each year. The successful tenderers will be requested to provide their detailed calculations, referenced to CPI as previously indicated, for the annual price increases on the dates of the annual reviews. The full tendered Rand prices will be subject to adjustment.
- 1.4. Separate prices shall be submitted for each item reflected on the pricing schedule and the method of calculation of the prices quoted must be attached to the tender document.
- 1.5. All prices shall be VAT EXCLUSIVE

7: Additional Schedules/ Information Provided by the Supplier
Schedule 15: Information to be provided with the tender

TENDER DESCRIPTION: CONTRACT NO. 256S/2021/22- APPOINTMENT OF MAIN BANKER AND OTHER FINANCIAL SERVICES FOR THE CITY OF CAPE TOWN

All of the aforementioned information, as submitted/provided by the Supplier for 256S/2021/22- APPOINTMENT OF MAIN BANKER AND OTHER FINANCIAL SERVICES FOR THE CITY OF CAPE TOWN as approved by BAC are incorporated into this Memorandum of agreement by the mere reference thereof.