

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 10/04/2017	Version: 6 Page 1 of 43

TENDER NO: 343C/2016/17 [APPOINTMENT OF A MAIN BANKER AND OTHER FINANCIAL SERVICES FOR THE CITY OF CAPE TOWN] CONTRACT PERIOD: Section 1 & 3: 5 (Five) years from date of commencement of contract Section 2: 4 (Four) years and 9 (Nine) Months from date of commencement of contract
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CLOSING DATE: [7 July 2017 |

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 161]

TENDER FEE:

[R50] Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	AL (C) M
TRADING AS (if different from above)	

* NB THE CONSORTIUM RESPONSE IS APPLICABLE TO SECTION 2 OF THE RFP

TENDER SERIALS 1 2 3	SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
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(1) GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : 5 May 2017
- SITE VISIT/CLARIFICATION MEETING** : 8 June 2017 [11h00 – 13h00]
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : Meeting Room 2, 6th Floor, Podium Block, Civic Centre, 12 Hertzog Boulevard, Foreshore, Cape Town, 8000
- TENDER BOX & ADDRESS** : **Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.**
- : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 343C/2016/17 FOR APPOINTMENT OF A MAIN BANKER AND OTHER FINANCIAL SERVICES FOR THE CITY OF CAPE TOWN**" the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
- CCT TENDER REPRESENTATIVE** : Name:
Tel. No.:
Email: |

(2) 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	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	
Physical address	
(Chosen domicilium citandi et executandi)	
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone:(_____)_Fax:(_____) Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	

SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Other Required registration numbers	PLEASE REFER TO THE ANNEXURE FOR ALL THE COMPLIANCE DOCUMENTATION

(3) FORM OF OFFER AND ACCEPTANCE

TENDER NO 343C/2016/17 - APPOINTMENT OF A MAIN BANKER AND OTHER FINANCIAL SERVICES FOR THE CITY OF CAPE TOWN]

PART A (TO BE FILLED IN BY TENDERER):

2.1 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)

1. _____

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

1. _____

2. _____

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 (**Section 3**).
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

1. _____

Signature(s)

2. _____

Print name(s):

On behalf of the tenderer (duly authorised)

06/07/2017

Date

INITIALS OF CITY OFFICIALS

1. _____

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER NO 343C/2016/17 APPOINTMENT OF A MAIN BANKER AND
OTHER FINANCIAL SERVICES FOR THE CITY OF CAPE TOWN]**

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

By signing this *Form of Offer and Acceptance* the City of Cape Town (also referred to as the 'Purchaser'):

1. accepts the offer submitted by (DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER")
_____, thereby concluding a contract with the
supplier for a contract period commencing on [Section 1 & 3 from 1 April 2018 and Section 2 from
1 July 2018 and all sections terminating on 31 March 2023. ;]
2. undertakes to make payment for the goods/services delivered in accordance with the terms and
conditions of the Contract.

SIGNED AT CAPE TOWN ON THIS THE 29th DAY
OF MARCH 2018 (DD) (MM) (YY)
(PLACE)

Signature(s) and stamp of
Executive Director or his/ her delegated authority

Print name(s):
(duly authorised in terms of the System
of Delegations as approved by Council)

FORM OF OFFER AND ACCEPTANCE (continued)

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

2 Subject

Details

3 Subject

Details

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.

(4) PRICE SCHEDULE

SECTION 1: TRANSACTIONAL BANKING

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.	CHEQUE ACCOUNT SERVICE FEES			
	• Fixed fee per debit item	20	Per item	R1.45
1.1	Handling Fee			
	• Cash Deposits	R1 400 000 000	% per Rand Value	R 0.017/R100
	• Electronic Reference Validation	1 000 000	Per item	FREE
	• Depositing of post-dated cheques	200	Per item	R 83.33
	• Bank serv debit/Debit order	50	Per item	Internal - R5.26 External - R14.04
	• Cash withdrawal: counter	R100 000	% per Rand Value	R1.45 + R0.017/R100 or part thereof Minimum - R24.56
	• Stop order	100	Per item	R14.04
	• Bank Guaranteed Cheque	10	Per item	0.03% Min 74.96 No Max
	• RD fee	20 000	Per item	R 83.33
	• Special clearance	100	Per item	R 92.98
	• Stop payment (conducted at/by any Branch)	50	Per item	R43.86
	• Transfer to accounts of Main Banker	1 000	Per item	R0.55 on NBB.
	• Transfer to accounts of other banks	50	Per item	R0.55 on NBB.
	• Bankers Report	12	Per item	R52.63
	• Consolidated Payments (per payment)	100	Per item	R0.55
	• Certificate of Balance	100	Per item	R371.93
	• Correcting an error on Deposits	1 300	Per item	R 11.40

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
				PDF-Free
1.2	Bank statements: : PDF format/Electronic format	2 800	Per item	Electronic-R0.0266
1.3	Bulk filing			
	• Image enquiry	10	Per item	Free on NBB
	• Imaging of deposit slips and unpaid cheques on request	15	Per request	Free on NBB
	• Tracing of unidentified deposits per bank	25 500	Per item	Free
1.4	Stationery Deposit Pads			
	• Pre-printed carbonised deposit books (50 page in triplicate) with 12 digit DI and MICR Code	4 000	Per pad	R139.47
1.5	Interest Rates			
	On credit balances			
	• Interest payable on daily current account credit balances.	Avg daily balance R100 million	Prime linked %	Prime less 3.7%
	Overdrawn Balance			
	• Interest payable on daily current account debit balances.	R1 000 000	Prime linked %	Prime less 2.25%
	Monthly Interest calculation statement	3 000	Per statement	Free

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.6	Other Services			
	• Guarantees (Fully Cash Backed): Issuance Cost	R100 000 000	% on issuance	commission % is based on the client risk evaluation & LG value with a minimum of R 877.19
	: 3 monthly cost thereafter	R100 000 000	% 3 monthly thereafter	
	• Guarantees (Not Cash Backed): Issuance Cost	R12 000 000	% on issuance	
	: 3 monthly cost thereafter	R12 000 000	% 3 monthly thereafter	
	• Letter of Credit (Fully Cash Backed): Issuance Cost	R10 000 000	% on issuance	sight: 0.16% per 3 months or part thereof of Rand equivalent (min R261.00) No Max (includes VAT) usance: 0.46% 6 months period part thereof of Rand equivalent Min (R398.00) In VA
	: 3 monthly cost thereafter	R10 000 000	% 3 monthly thereafter	
	• Letter of Credit (Not Cash Backed): Issuance Cost	R10 000 000	% on issuance	
	: 3 monthly cost thereafter	R10 000 000	% 3 monthly thereafter	
	• Customer Credit Reference	20	Per item	R52.63
	• Travel Card Facility	1	Annual Fee	Fees waived.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.7	Bond Issuance Costs			
	• Settlement Agent	R5.2 billion bonds issued	Bps of bonds issued	R24.00 per transaction
	• Calculating Agent			0% *
	• Transfer Agent			0% *
	• Paying Agent			R24.00 per transaction
1.8	Strate Debt Instruments Solution (Costs included in this section will not be included in the evaluation)	6	Per transfer	R24.00
	• Settling Bank			
	• Any other costs associated with the settling bank service			
	Account maintenance fees per account per month.			R500.00

* condition: It should be noted that our appointment as dealer on the programme would be a condition of our performing the role of the calculation and transfer agent.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT)
2.	ELECTRONIC BANKING			
2.1	Cash Management System(Desk Top/PC Based)			
	Once-off Fees			
	• Installation	5	Per site	FREE
	• SAP integration software	5	Per site	FREE
2.2	Operator Fees			
	• Per operator/System manager/Administrator	50	Per operator (monthly)	FREE
2.3	Account Fees			
	Own account linked to profile			
	• Statement fees (60 – 180 days)	150	Per statement	FREE ON NBB.
2.4	Modular Fees			
	• Initial Registration Fees	1	Once-off	FREE
	• Monthly Fee	12	Per month	R359.65 per month.
2.5	Transaction Fees			
	• Credits (payments against available funds)	12 000	Per item	R0.55
	• Payments exceeding R5 million	650	Per item	R20.00
	• Immediate interbank payment transaction fee	10	Per item	R20.00
	• Account holder verification	13 000	Per item	on us - R0.55 on them - R1.05
	• Cellphone based cash transfers – cardless withdrawals	5 200	Per item	R10.60 per R1000.00

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
2.6	Standard electronic banking notification and reminder charges:			
	• Fax	500	Per item	R4.82
	• E-mail	500	Per item	R0.70
	• SMS	5 200	Per item	R0.88
3.	PAYMENTS AND COLLECTIONS <i>(including AGB FEE)</i> ON "CPS" (Corporate Payment System)			
3.1	Registration / Implementation Fee	1	Once-off	N/A.
	Minimum Monthly Fee			
	• EFT	12	Per month	N/A.
3.2	EFT Transactions			
	Credits			
	• Same Day Value Credits	20 000	Per item	R0.55
	• One-Day Credits	40 000	Per item	R0.55
	• Charge per transaction exceeding R5 million	380	Per item	R20.00
	• Two-Day Credits	470 000	Per item	R0.55
3.3	EFT Transactions			
	Debits			
	• Early Debits	200	Per item	R3.60
	• Same Day Value Debits	40 000	Per item	R0.55
	• Two-Day Debits	530 000	Per item	R0.55
	• Charge per transaction exceeding R5 million	1	Per item	R0.55

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
3.4	Foreign Payments			
	Foreign currency payment facility	R74 000 000	% of transaction amount	Flat fee of R57.01 per contract.
	Minimum fee (if applicable)	70	Per item	N/A.

3.5	Penalties			
	Unpays	17 000	Per item	R1.62
	Re-Directs	100	Per item	N/A.
3.6	Recalls			
	Recall fees per recall one day before action date	1 000	Per item	N/A.
	Recall fees per recall same day	1 000	Per item	R0.96
3.7	Automated Aggregate Limit Utilisation on ~~ACS~~ files submitted <i>RS CPS</i> On every transmission (aggregate limit enquiry - specify)	3 000	Per transaction	FREE
	Daily	365	Per day	FREE
	On Request	30	Per request	FREE
3.8	Additional Charges in respect of Error Processing			
	If aggregate value limit is exceeded	100	Per item	FREE
	If data is technically incorrect	100	Per item	FREE
	If submitted after the agreed cut-off time	50	Per item	FREE.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
3.9	Account Holder Verification			Host / Real time
	• Tenderer's bank validation	20 000	Per item	R0.55 / R0.65
	• Other bank's validation	10 000	Per item	R1.05 / R1.30
4.	ELECTRONIC STATEMENT			
4.1	Electronic statement delivery			
	• Initial registration fee	1	Once-off	FREE
	• Fixed monthly fee	12	Per month	Included in module fees under 2.2
	• Per statement record	3 040 000	Per line item	R0.026 (Host 10 host)
4.2	Add Additional Account			
	• Per additional account added to an existing Electronic Statement Delivery System	5	Per item	FREE
5.	BRANCH DEPOSIT IDENTIFICATION			
5.1	Initial Registration Fee			
	• Once-off	1	Once-off	FREE
5.2	Monthly Fee			
	• Fixed monthly	12	Per month	N/A.
5.3	Price Per Deposit			
	• Free format	1 000 000	Per item	FREE
	• CDV	1 000 000	Per item	FREE
6.	ELECTRONIC DEPOSIT IDENTIFICATION			
6.1	Initial Registration Fee			
	• Once-off	1	Once-off	FREE
6.2	Monthly Fee			
	• Fixed monthly	12	Per month	N/A.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
6.3	Price Per Deposit			
	• CDV	1 000 000	Per item	FREE
7.	MAINTENANCE, SUPPORT AND TRAINING FEES			
7.1	Maintenance and Support			
	• Per hour or part thereof, including travel time.	160	Per hour	R 394.74
7.2	Training			
	• Per hour or part thereof, including travel time.	160	Per hour	First 6 months Free Thereafter R 394.74 per hour
7.3	Help Desk Enquiries			
	• Transaction tracing (client support)	10	Per request	FREE
	• Password reset at helpdesk	20	Per request	R188.60
	• Self-assisted password reset	20	Per reset	FREE
	• Re-issue of invoices	12	Per item	FREE
8.	TRAFFIC FINE PAYMENTS			
	• Initial registration	1	Once-off	FREE
	• Monthly service fee	12	Per month	FREE
	• Receipt of traffic fines	38 000	Per transaction	**
9.	IMPLEMENTATION COSTS			
	• Any additional computer hardware or software (and its cost to Council, if applicable) that Council must acquire in order for the proposed banking systems to interface with SAP R/3 and/or to operate at the required level of efficiency.	-	Rand Value	N/A
	• Monthly operating costs	12	Per month	N/A

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** Retailer Flat fee of R8.00 + Retailer %
Digital Flat fee of R6.00 + Channel % amount.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
10.	DEBIT/CREDIT CARD MERCHANT			
	Point-of-sale Terminal Rental			
	NFC-enabled – fixed and mobile	3 600	Per terminal per month	Fixed-R 265.00 Mobile-R 365.00
	Commission – Point of Sale Platform			
	- Per debit card transaction - Tenderer's own card	R200 000 000	% of transaction value	0.53%
	- Other bank's card	R800 000 000	% of transaction value	0.53%
	- Per credit card transaction - Tenderer's own card	R140 000 000	% of transaction value	1.57%
	- Other bank's card	R400 000 000	% of transaction value	1.57%
	Commission - E-Commerce Platform			
	- Per debit card transaction - Tenderer's own card	R100 000 000	% of transaction value	3D Secure - 0.67% Non 3D Secure - 0.87%
	- Other bank's card	R400 000 000	% of transaction value	3D Secure - 0.67% Non 3D Secure - 0.87%
	- Per credit card transaction - Tenderer's own card	R60 000 000	% of transaction value	3D Secure - 1.71% Non 3D Secure - 2.01%

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
	o Other bank's card	R150 000 000	% of transaction value	3D Secure - 1.77% Non 3D Secure 2.01%
	Service fee/Call out fee	100	Per hour	FREE
	All other applicable costs to facilitate acquiring services must be included in the above (please supply full details) Installation fees Nedbank internet connect (IP connection for desktop device)			FREE FREE.
11.	All other costs applicable to the services of transactional banking not included in the sections above, which relate to optional enhancements or additional services that could benefit the City in future (please supply full details – this will not be included in the evaluation) <u>Card:</u> iSelf device - Kiosk device IPP 350 - Integrated pin pad Pocket Pos (m Pos) 3G Modem for desktop devices Dual Sim on Mobile devices Foreign cards American express transactions			R20,777.00 R180.00 R53.00 R129.00 R99.00 1.92% 2.10%

* For all other detailed pricing please refer to Annexure 2.

SECTION 2: LEAD ARRANGER AND DEBT SPONSOR FOR THE CITY'S MUNICIPAL BONDS

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE R/% (Excl. VAT)
2.1	Lead Arranger			
	- 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	All-in basis point charge on the nominal value of the relevant tranche	1bps.
	- Other fees and expenses (not included in the above): A. Legal Fees: Arrangers/Dealers Counsel		Rand Value	R80,000.00 (indicative) R30,000.00 per issuance)
	B. Printing and Stationery		Rand Value	R3,000.00
	C. Any other fees and expenses (detail): - Road show expenses (include transport, flights, and accommodation)		Rand Value	R30,000.00
2.2	Debt Sponsor			
	To act as JSE debt sponsor		Per annum	R50,000.00
	To assist in the preparation of an Annual Disclosure Statement in terms of regulation 14 of the Municipal Regulations on Debt Disclosure.		Per annum	R25,000.00

SECTION 3: CUSTODIAN OF THE SECURITIES PURCHASED AND SETTLED BY THE COUNCIL'S APPROVED FUND MANAGERS				
ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT)
3.1.	Service Fee Monthly Fee	Based on a portfolio of R500 million	% of Securities held	0.25 bps per annum on the value of assets under custody
3.2.	Cash Transfer Costs	500	Per Transaction	R24.00
3.3.	Other Transaction Costs	500	Per Transaction	R24.00
3.4.	All other applicable costs (please supply full details) <i>Account Maintenance</i>			R175.00

NOTE: THE ABOVE QUANTITIES WILL BE USED AS THE BASIS FOR THE EVALUATION OF THE PRICING AS AT 1 APRIL 2018 FOR SECTIONS 1 AND 3 AND 1 JULY 2018 FOR SECTION 2.

FORM OF OFFER AND ACCEPTANCE (continued)

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 Addendum 2: Final Pricing Schedule approved by BAC
 Details Resolutions of Supply Chain Management Bid Adjudication
Committee 19 October 2017

2 Subject
 Details

3 Subject
 Details

Subject
 Details

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.

(4) PRICE SCHEDULE

SECTION 1: TRANSACTIONAL BANKING

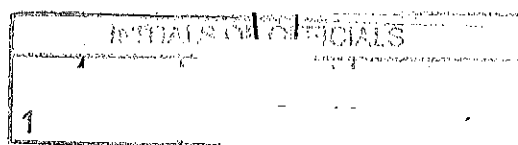
ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.	CHEQUE ACCOUNT SERVICE FEES			
	• Fixed fee per debit item	20	Per item	R1.45
1.1	Handling Fee			
	• Cash Deposits	R1 400 000 000	% per Rand Value	R 0.017/R100
	• Electronic Reference Validation	1 000 000	Per item	FREE
	• Depositing of post-dated cheques	200	Per item	R 83.33
	• Bank serv debit/Debit order	50	Per item	Internal - R5.26 External - R14.04
	• Cash withdrawal: counter	R100 000	% per Rand Value	R1.45 + R0.017/R100 or part thereof Minimum - R24.56
	• Stop order	100	Per item	R14.04
	• Bank Guaranteed Cheque	10	Per item	0.03% Min 74.96 No Max
	• RD fee	20 000	Per item	R 83.33
	• Special clearance	100	Per item	R 92.98
	• Stop payment (conducted at/by any Branch)	50	Per item	R43.86
	• Transfer to accounts of Main Banker	1 000	Per item	R0.55 on NBB
	• Transfer to accounts of other banks	50	Per item	R0.55 on NBB
	• Bankers Report	12	Per item	R52.63
	• Consolidated Payments (per payment)	100	Per item	R0.55
	• Certificate of Balance	100	Per item	R371.93
	• Correcting an error on Deposits	1 300	Per item	R 11.40

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
				PDF-Free
1.2	Bank statements: : PDF format/Electronic format	2 800	Per item	Electronic-R0.0266
1.3	Bulk filing			
	• Image enquiry	10	Per item	Free on NBB
	• Imaging of deposit slips and unpaid cheques on request	15	Per request	Free on NBB
	• Tracing of unidentified deposits per bank	25 500	Per item	Free
1.4	Stationery Deposit Pads • Pre-printed carbonised deposit books (50 page in triplicate) with 12 digit DI and MICR Code	4 000	Per pad	R139.47
1.5	Interest Rates			
	On credit balances			
	• Interest payable on daily current account credit balances.	Avg daily balance R100 million	Prime linked %	Prime less 3.7%
	Overdrawn Balance			
	• Interest payable on daily current account debit balances.	R1 000 000	Prime linked %	Prime less 2.25%
	Monthly Interest calculation statement	3 000	Per statement	Free

INITIALS OF OFFICIALS

1

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.6	Other Services			
	• Guarantees (Fully Cash Backed): Issuance Cost	R100 000 000	% on issuance	commission 7% is based on the client risk evaluation & LG value with
	: 3 monthly cost thereafter	R100 000 000	% 3 monthly thereafter	
	• Guarantees (Not Cash Backed): Issuance Cost	R12 000 000	% on issuance	a minimum of R 877.19
	: 3 monthly cost thereafter	R12 000 000	% 3 monthly thereafter	
	• Letter of Credit (Fully Cash Backed): Issuance Cost	R10 000 000	% on issuance	sight: 0.16% per 3 months or part thereof of Rand equivalent (Min R261.00) No Ma
	: 3 monthly cost thereafter	R10 000 000	% 3 monthly thereafter	
	• Letter of Credit (Not Cash Backed): Issuance Cost	R10 000 000	% on issuance	(includes VAT) usance: 0.46% 6 months period part thereof of Rand equivalent Min (R398.00) In VA
	: 3 monthly cost thereafter	R10 000 000	% 3 monthly thereafter	
	• Customer Credit Reference	20	Per item	R52.63
	• Travel Card Facility	1	Annual Fee	Fees waived.

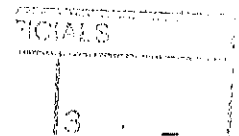
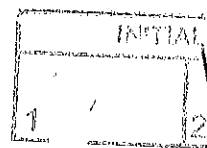


ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.7	Bond Issuance Costs			
	• Settlement Agent	R5.2 billion bonds issued	Bps of bonds issued	R24.00 per transact
	• Calculating Agent			0% *
	• Transfer Agent			0% *
	• Paying Agent			R24.00 per transact
1.8	State Debt Instruments Solution (Costs included in this section will not be included in the evaluation)			
	• Settling Bank	6	Per transfer	R24.00
	• Any other costs associated with the settling bank service			
	Account maintenance fees per account per month.			R500.00

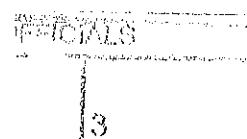
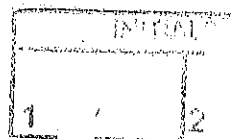
* condition: It should be noted that our appointment as dealer on the programme would be a condition of our performing the role of the calculation and transfer agent.

INITIALS OF DELEGATES	
1	

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT)
2.	ELECTRONIC BANKING			
2.1	Cash Management System(Desk Top/PC Based)			
	Once-off Fees			
	• Installation	5	Per site	FREE
	• SAP integration software	5	Per site	FREE
2.2	Operator Fees			
	• Per operator/System manager/Administrator	50	Per operator (monthly)	FREE.
2.3	Account Fees			
	Own account linked to profile			
	• Statement fees (60 – 180 days)	150	Per statement	FREE ON NBB.
2.4	Modular Fees			
	• Initial Registration Fees	1	Once-off	FREE
	• Monthly Fee	12	Per month	R359.65 per profile per month.
2.5	Transaction Fees			
	• Credits (payments against available funds)	12 000	Per item	R0.55
	• Payments exceeding R5 million	650	Per item	R20.00
	• Immediate interbank payment transaction fee	10	Per item	R20.00
	• Account holder verification	13 000	Per item	on us - R0.55 on them - R1.05
	• Cellphone based cash transfers – cardless withdrawals	5 200	Per item	R10.00 per R1000.00

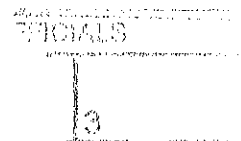
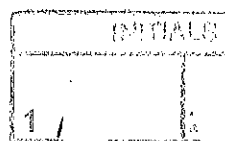


ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
2.6	Standard electronic banking notification and reminder charges:			
	• Fax	500	Per item	R4.82
	• E-mail	500	Per item	R0.70
	• SMS	5 200	Per item	R0.88
3.	PAYMENTS AND COLLECTIONS <i>(including ACB FEE)</i> ON "CPS" (Corporate Payment System)			
3.1	Registration / Implementation Fee	1	Once-off	N/A.
	Minimum Monthly Fee			
	• EFT	12	Per month	N/A.
3.2	EFT Transactions			
	Credits			
	• Same Day Value Credits	20 000	Per item	R0.55
	• One-Day Credits	40 000	Per item	R0.55
	• Charge per transaction exceeding R5 million	380	Per item	R20.00
	• Two-Day Credits	470 000	Per item	R0.55
3.3	EFT Transactions			
	Debits			
	• Early Debits	200	Per item	R3.60
	• Same Day Value Debits	40 000	Per item	R0.55.
	• Two-Day Debits	530 000	Per item	R0.55
	• Charge per transaction exceeding R5 million	1	Per item	R0.55



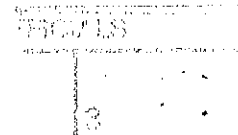
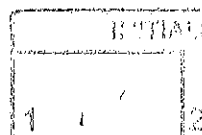
ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
3.4	Foreign Payments			
	• Foreign currency payment facility	R74 000 000	% of transaction amount	Flat fee of R57.01 per contract.
	• Minimum fee (if applicable)	70	Per item	N/A.

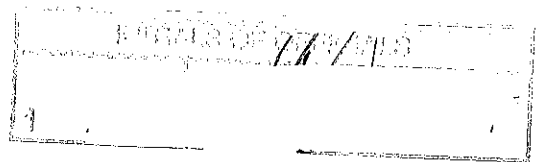
3.5	Penalties			
	• Unpaid	17 000	Per item	R1.62
	• Re-Directs	100	Per item	N/A.
3.6	Recalls			
	• Recall fees per recall one day before action date	1 000	Per item	N/A.
	• Recall fees per recall same day	1 000	Per item	R0.96
3.7	Automated Aggregate Limit Utilisation on ~~ACB~~ CPS files submitted On every transmission (aggregate limit enquiry - specify)	3 000	Per transaction	FREE
	• Daily	365	Per day	FREE
	• On Request	30	Per request	FREE
3.8	Additional Charges in respect of Error Processing			
	• If aggregate value limit is exceeded	100	Per item	FREE
	• If data is technically incorrect	100	Per item	FREE
	• If submitted after the agreed cut-off time	50	Per item	FREE.



ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
3.9	Account Holder Verification			Host / Real time
	• Tenderer's bank validation	20 000	Per item	R0.55 / R0.65
	• Other bank's validation	10 000	Per item	R1.05 / R1.30.
4.	ELECTRONIC STATEMENT			
4.1	Electronic statement delivery			
	• Initial registration fee	1	Once-off	FREE
	• Fixed monthly fee	12	Per month	Included in module fees under 2.4
	• Per statement record	3 040 000	Per line item	R0.026 (Host to host)
4.2	Add Additional Account			
	• Per additional account added to an existing Electronic Statement Delivery System	5	Per item	FREE
5.	BRANCH DEPOSIT IDENTIFICATION			
5.1	Initial Registration Fee			
	• Once-off	1	Once-off	FREE
5.2	Monthly Fee			
	• Fixed monthly	12	Per month	N/A.

5.3	Price Per Deposit			
	• Free format	1 000 000	Per item	FREE
	• CDV	1 000 000	Per item	FREE
6.	ELECTRONIC DEPOSIT IDENTIFICATION			
6.1	Initial Registration Fee			
	• Once-off	1	Once-off	FREE
6.2	Monthly Fee			
	• Fixed monthly	12	Per month	N/A.

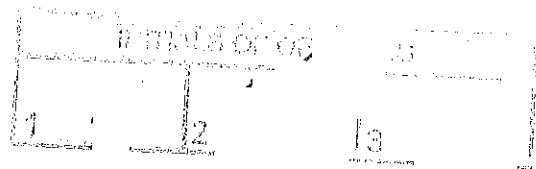




ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
6.3	Price Per Deposit			
	• CDV	1 000 000	Per item	FREE
7.	MAINTENANCE, SUPPORT AND TRAINING FEES			
7.1	Maintenance and Support			
	• Per hour or part thereof, including travel time.	160	Per hour	R 394.74
7.2	Training			
	• Per hour or part thereof, including travel time.	160	Per hour	First 6 months FREE Thereafter R394.74 per hour
7.3	Help Desk Enquiries			
	• Transaction tracing (client support)	10	Per request	FREE
	• Password reset at helpdesk	20	Per request	R188.60
	• Self-assisted password reset	20	Per reset	FREE
	• Re-issue of invoices	12	Per item	FREE
8.	TRAFFIC FINE PAYMENTS			
	• Initial registration	1	Once-off	FREE
	• Monthly service fee	12	Per month	FREE
	• Receipt of traffic fines	38 000	Per transaction	**
9.	IMPLEMENTATION COSTS			
	• Any additional computer hardware or software (and its cost to Council, if applicable) that Council must acquire in order for the proposed banking systems to interface with SAP R/3 and/or to operate at the required level of efficiency.	-	Rand Value	N/A
	• Monthly operating costs	12	Per month	N/A

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 ** Retailer Flat fee of R8.00 + Retailer %
 Digital Flat fee of R6.00 + Channel % amount.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
10.	DEBIT/CREDIT CARD MERCHANT			
	Point-of-sale Terminal Rental			
	NFC-enabled – fixed and mobile	3 600	Per terminal per month	Fixed-R 265.00 Mobile-R 365.00
	Commission – Point of Sale Platform			
	- Per debit card transaction - Tenderer's own card	R200 000 000	% of transaction value	0.53%
	- Other bank's card	R800 000 000	% of transaction value	0.53%
	- Per credit card transaction - Tenderer's own card	R140 000 000	% of transaction value	1.57%
	- Other bank's card	R400 000 000	% of transaction value	1.57%
	Commission - E-Commerce Platform			
	- Per debit card transaction - Tenderer's own card	R100 000 000	% of transaction value	3D Secure - 0.67% Non 3D Secure - 0.87%
	- Other bank's card	R400 000 000	% of transaction value	3D Secure - 0.67% Non 3D Secure - 0.87%
	- Per credit card transaction - Tenderer's own card	R60 000 000	% of transaction value	3D Secure - 1.71% Non 3D Secure - 2.01%

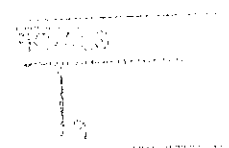
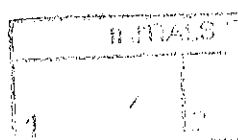


ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
	o Other bank's card	R150 000 000	% of transaction value	3D Secure - 1.77% Non 3D Secure - 2.01%
	Service fee/Call out fee	100	Per hour	FREE
	All other applicable costs to facilitate acquiring services must be included in the above (please supply full details) Installation fees internet connect (IP connection for desktop device)			FREE FREE.
11.	All other costs applicable to the services of transactional banking not included in the sections above, which relate to optional enhancements or additional services that could benefit the City in future (please supply full details – this will not be included in the evaluation) <u>Costs:</u> iSelf device - Kiosk device IPP 350 - Integrated pin pad Pocket Pos (mPos) 3G Modem for desktop devices Dual Sim on Mobile devices Foreign cards American express transactions			R20,777.00 R180.00 R53.00 R129.00 R99.00 1.92% 2.10%

* For all other detailed pricing please refer to Annexure 2.

SECTION 2: LEAD ARRANGER AND DEBT SPONSOR FOR THE CITY'S MUNICIPAL BONDS

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE R/% (Excl. VAT)
2.1	Lead Arranger			
	- 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	All-in basis point charge on the nominal value of the relevant tranche	1bps.
	- Other fees and expenses (not included in the above): A. Legal Fees: Arrangers/Dealers Counsel		Rand Value	R 80,000.00 (indicative) R 30,000.00 (per issuance)
	B. Printing and Stationery		Rand Value	R 3,000.00
	C. Any other fees and expenses (detail): Road show expenses (include transport, flights, and accommodation)		Rand Value	R 30,000.00
2.2	Debt Sponsor			
	To act as JSE debt sponsor		Per annum	R 50,000.00
	To assist in the preparation of an Annual Disclosure Statement in terms of regulation 14 of the Municipal Regulations on Debt Disclosure.		Per annum	R 25,000.00



**SECTION 3: CUSTODIAN OF THE SECURITIES PURCHASED AND SETTLED BY THE COUNCIL'S
APPROVED FUND MANAGERS**

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES FOR EVALUATION PURPOSES	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT)
3.1.	Service Fee • Monthly Fee	Based on a portfolio of R500 million	% of Securities held	0.25 bps per annum on the value of assets under custody
3.2.	Cash Transfer Costs	500	Per Transaction	R24.00
3.3.	Other Transaction Costs	500	Per Transaction	R24.00
3.4.	All other applicable costs (please supply full details) <i>Account Maintenance</i>			R175.00

**NOTE: THE ABOVE QUANTITIES WILL BE USED AS THE BASIS FOR THE EVALUATION OF THE
PRICING AS AT 1 APRIL 2018 FOR SECTIONS 1 AND 3 AND 1 JULY 2018 FOR SECTION 2.**



Pricing Instructions:

- 3.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 3.2 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.
- 3.3 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.
- 3.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 3.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 3.6 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 (or rates, in the case of rate categories if provided) 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 evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
- 3.7 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.
- 3.8 Tenderers are to submit their pricing in the exact format specified above. In addition to completing the table above, tenderers are requested to submit their pricing electronically within 1 day upon being requested to do so.

INITIALS OF CITY OFFICIALS	
1	

(5) SPECIFICATION(S)

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
Council : City of Cape Town
DMTN : Domestic Medium Term Note
EFT : Electronic Funds Transfer
ERP : Enterprise Resource Project
JSE : Johannesburg Stock Exchange
MICR : Magnetic Ink Character Recognition
POS : Point of Sale
SAP R/3 : Council's Main Frame Computer System
SENS : JSE Stock Exchange News Service
TPC : Third Party Collector (Council vendor)

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 Section 1 transactional banking expires on 31 March 2018 and the Council now requires tenderers to tender for its new 5 year banking contract commencing on 1 April 2018. Other financial services included in this tender are the Lead Arranger, Debt Sponsor which commence on 1 July 2018 and expire on 31 March 2023 and Custodian Services which commences on 1 April 2018 and expires on 31 March 2023.

The Council 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 sections below set out the banking and other financial services which the Council 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 Council reserves the right to procure those services by means of a separate process.

SECTION 1: TRANSACTIONAL BANKING

1) BANKING REQUIREMENTS

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

1.1 INCOME

1.1.1 CASHIER'S DEPOSIT ACCOUNT

- i. **Purpose:** The Cashier Deposit Account will receive Council cashier and TPC deposits, with a 12 digit DI. These deposits are from Council receipting points and/or TPC, lodged to the bank either by a CIT company or direct by a Council official. 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 (in triplicate) with 12 digit DI and MICR Code.
 - Pre-printed non Carbonised deposit pads with MICR Code.
 - Blank non carbonised deposit pads (A5) with MICR Code. Cost per item must be provided in the pricing schedule

Council reserves the right to source these deposit books/pads either from the tenderer or another service provider.

- iii. The 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. 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.
- iii. A deposit facility must be made available for a client to make a single EFT which relates to multiple municipal account payments. These multiple payments must reflect on the General Income Account bank statement each with its own 9 digit DI.

1.1.3 CASH CENTRES

- i. The bank shall provide a facility where it can receive the Council's CIT company who will be dropping off bulk deposits.
- ii. This facility to have dedicated bank tellers to process Council 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 finalization of a deposit.
- iv. This facility must have video footage of all Council's deposits being counted by the bank tellers. Such video footage must clearly show the CIT deposit bag number. Recordings of the video footage must be made available to the Council on request and the Council 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 Council 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 City to view the note(s).
- vi. Council's Bank Deposit slips are to be returned daily via the CIT company.
- 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 Council. (Money bags to be supplied by the bank).

1.1.4 TRAFFIC FINE PAYMENT ACCOUNT

- i. **Purpose:** This account will be used to receive Traffic fine payments.

Council requires the successful tenderer to enable the facility to accept Council's Traffic fine payments using the web services exposed by the Council's Traffic Fines service provider who will provide the specifications to the successful bidder.

- ii. The following payment channels for Council's traffic fines must be provided by the service provider:
 - Over the counter
 - ATM's
 - Website
 - Other

- iii. **No payment for traffic fines shall be accepted without online, realtime validation to the Council's traffic fine administrator**
- iv. The service provider must reflect the rand value of the file below on the dedicated traffic bank statement, either as a consolidated total or line item totals.
- v. Upon the tenderer receiving payments including internet payments, the tender shall consolidate same into the Payment Transaction File and transmit it to the Council daily and in the format as prescribed in Appendix C, within 24 hours of the tenderer having received the payment. The specification of the Payment Transaction File is outlined in Annexure C below.
- vi. The service provider must facilitate the following mode of payments for traffic fines: Cash, credit card, debit card and EFT.
- vii. The bank guarantees that only full payment of any traffic fine will be accepted and any attempts to make a part payment will be rejected.

Note: The City reserves the right to enter into agreements for traffic fine payments with other providers as well.

1.1.5 UNPAID ITEMS

- i. Must be debited individually on the Bank Statements and bear the same unique identifier reference as the original deposit.
- ii. Physical unpaid cheques to be returned to Civic Centre daily.

1.1.6 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.

1.1.7 CASH MANAGEMENT / PC BASED

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

1.1.8 ELECTRONIC REFERENCE VALIDATION

- i. The Council requires Electronic Reference Validation on all electronic/internet payments made by its clients to the Council. 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 Council's bank statement. The Council will award this service to more than one service provider.

1.1.9 LISTED BENEFICIARY

- i. The City is a bank listed beneficiary at all the major banks. Clients should only be permitted to transact to the City'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 City'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 etc.) for approximately 34 000 staff members monthly, 5000 Expanded Public Works Programme (EPWP) workers bi-weekly and 100 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 Council.
 - 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 AND CHEQUES

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

1.3.5 EXIT STRATEGY

- 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, until such time that the Council closes its existing bank accounts.

1.4 IT / SAP REQUIREMENTS

1.4.1 BULK TRANSACTION FILE EXCHANGE

- i. A secure solution must be provided enabling Council's message brokering system (SAP Process Integration) 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 Council's staging area directly or make files available in its staging area for collection by Council.
- 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 Council.

- 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 SAP ABAP programming environment. The successful tenderer will be required to provide the source code for this, if it is not already part of the Council's solution.
- vi. A message indicating if the transactional file was accepted needs to be returned within one hour.
- vii. The system must accommodate transactions of varying value from small amounts up to R 5 000 000 (five million rand) in a single file.
- viii. The system must be able to handle more than one payment file per day (no overwriting of previously sent file).
- ix. The system must be able to handle payments to all banks in one file.
- x. The bank must be able to accommodate the needs of different business units within the Council with segregation of responsibility and access for staff within each unit.
- xi. Item/Transaction limits, day limits, weekly limits, etc. must be definable at the level of a business unit.
- xii. The bank must provide a solution that will send notifications to staff within the individual business units of the Council when any of that unit's limits are close to being consumed.
- xiii. The solution must include the use of control totals to ensure the integrity and completeness of each file's content.
- xiv. A device, such as sequential numbering of files, must be employed to prevent the accidental duplication of files within each business unit.
- xv. A statement of the transactions processed against the Council's bank account(s) must be sent to the Council on a daily frequency.
- xvi. 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 SAP ABAP programming environment. The successful tenderer will be required to provide the source code for this if it is not already part of the Council'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 the Council 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 the Council keeps within the cut-off times for the specific service).
- viii. The Council needs to be notified of any redirected transactions.

- ix. All debit entries on the bank statement must be assigned a unique reference number by the Council. 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 one month before the start of the contract period i.e. 1 March 2018.
- 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 the Council's implementation development process.
- iv. Bank should be prepared for parallel run/s for up to two months before Go-Live.

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. *PLEASE REFER TO ANNEXURE 16.2*
- ii. This must be supplied in hardcopy and electronic format (in Excel) on a CD. *PLEASE FIND ENCLOSED A CD AND FLASH DISC*
- 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
---------------	---------------------------	---------------------------------------	-------------------------------------	------------------

- iv. The successful tenderer needs to undertake to inform the Council 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

The Council requires acquiring services to accept debit and credit payments from its customers at all the its cash-receiving points, **both on Point of Sale and E-Commerce platforms.**

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. The service provider is to supply the Council with both mobile and fixed card-terminal devices, which will operate via the internet.
- ii. **The Council's Point of Sale device must interface directly with the service provider's card terminal device via a serial interface connection.**
- iii. **The service provider must provide the Council with the specifications of this interface in order for the Council to upgrade its Point of Sale software.**
- iv. **These specifications will be passed onto the Council's service provider responsible for the upgrading of the Council's Point of Sale software**
- v. **All parties will sign a non-disclosure agreement in this regard.**
- vi. 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.
- vii. **The Council will also have sites where fixed card terminals without an interface as well as mobile card terminals will be required.**
- viii. **The Council currently operates 300 card terminal devices of which 130 interface with its Point of Sale software.**
- ix. The location of these terminals is at the discretion of the Council.
- x. The terminals will be the property of the bank and will carry its branding.
- xi. The service provider shall deposit the Council's revenue per merchant number within 24 hours of the date of the transaction.
- xii. **ALL costs** related to this service are to be included.
- xiii. **The Council will provide the paper rolls and the insurance cover for the card terminal devices.**

1.5.2 E-COMMERCE

PAYMENT GATEWAY SERVICE

- i. The Council's requirement is for a **Service Provider, who will be the Card Merchant**, to facilitate online payments on the Council's E-Services Portal. The portal is part of the Council'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 the Council's firewall.
- iii. The Council will only consider suitably qualified **Service Providers** that have municipal experience.. The tenderer shall provide details of Payment Card Industry solution implementations.
- iv. The SAP interface specifications and business model shall only be made available to the successful **Service Provider**.
- v. The **Service Provider** shall:
 - a. Cater for the most common online payment methods which are credit cards, debit cards, 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 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 the Council with a Payment Transaction file on a daily basis.
 - h. Transfer, via EFT, the consolidated Rand value of the Payment Transaction File into the Council'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 the Council
- j. Deliver periodic statements to the Council for reconciliation purposes.
- k. Have a mechanism to reverse any transaction no matter what payment method was 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 the Council. Bank statements will be downloaded daily from the bank in the file layout format required by SAP R/3 and uploaded into the SAP R/3 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 SAP 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, Council requires the following minimum banking facilities / services:

- Overnight/bridging facility linked between the Council'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 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

1.8 PROTECTION AGAINST FRAUD

Council 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 cheque verification, 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 Strate's Debt Instruments Solutions (DIS) system it requires all issuers to appoint a Settling Bank who will be responsible for the payment of the Council's bonds coupons and/or redemptions on Payment Dates. The Settling Bank will be a direct participant in the Strate system. The Council will fund the account at the Settling Bank and instruct the Bank to act on Strate's funding request. The Council will provide the Settling Bank with an authority to debit our bank account with the precise amount due.
- ii. I will send a Society for Worldwide Interbank Financial Telecommunication (SWIFT) notification to the Council's bank quoting the corporate event ID, the amount to be debited and the Council's bank account details. The SWIFT notification sent by Strate to the Council's Settling Bank will be automated (i.e. Straight-Through-Processing (STP)). There will be no manual intervention by Strate.
- iii. Furthermore, is a member of the Payment Association of South Africa (PASA). PASA being the payment management body recognised by the South African Reserve Bank (SARB) 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 Strate's DIS system. The payment advice to the Settling Bank on Payment Date will contain the account to be debited (Council's account number) and the account to be credited (Settling Bank's SAMOS CBPL account number).

1.9.2 TRANSFER AGENT

- ii. The Council requires the services of a transfer agent as required by the JSE's Debt Listing Requirements. The transfer agent is an entity who maintains a register of Debt Securities.

1.9.3 SETTLEMENT/PAYING AGENT

- i. The Council requires the services of a settlement agent/paying agent as required by the JSE's 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. The Council requires the services of a calculation agent as required by the JSE's 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 Council's banking transactions for the period 1 July 2015 to 30 June 2016:

A. PAYMENTS

Number of cheques issued	20
Number of EFT's:	
ACB Credits (Payments) 463 381	
ACB Debits (Collections) 529 251	992 633
Number of EFT's: Cash Management system (PC Based) – Payments	4 657
Electronic Statement Delivery (Bank statement transactions – all accounts)	3 037 802

B. RECEIPTS

Value of Cash deposits	R1 400 000 000
Deposit Identification Charges	
• Main Banks (approximate number of transactions)	878 937
• Other Banks (approximate number of transactions)	1 648 594
Number of R/D Cheques and EFT's	20 000
Number of unpaid debit orders	16 673
Electronic Funds Transfer	R14 691 863 746

C. EMPLOYEES

Number of employees: Monthly	34 000
Number of Expanded Public Works Programme workers: Bi-weekly	5 000
Ex Gratia Pensioners	100

D. BILLING VOLUMES

- | | |
|-------------------------------------|------------|
| ▪ Municipal accounts (Per month) | >1 000 000 |
| ▪ Traffic fines payable (Per annum) | 2 000 000 |

E. CASH MANAGEMENT SYSTEM (PC Based)

Number of users	20
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F. CASH RECEIPTING OFFICES

300

(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 The Council reserves the right to also have other service providers for the following services:

- The receiving of payment for the Council's Traffic Fines.
- The Electronic Reference Validation on all electronic/internet payments made by its clients to the Council.

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: LEAD ARRANGER AND DEBT SPONSOR FOR THE CITY'S MUNICIPAL BONDS

2.1 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 the Council's Municipal bonds.
- Analyse the City's borrowing needs.
- Advise on the size, timing, tenor and structure of the Council's bonds to be issued.
- Advise on capital redemption options, bullet or amortising.

ii. PROJECT MANAGEMENT

- Project manage, together with the Council'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 Johannesburg Stock Exchange (JSE).
- 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 the Council'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 the Council'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 JSE.
- 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 the Council'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 the Council 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 JSE
- Liaising with Strate Limited and the settlement agent in respect of the issue of bonds.

viii. **STATUTORY REGISTRATIONS**

- The tenderer should provide proof of registration with the Financial Services Board. *PLEASE REFER TO ANNEXURE 9.5*
- The tenderer should provide proof of JSE dealer membership *ANNEXURE 10.1*

2.2 DEBT SPONSOR

The Johannesburg Stock Exchange (JSE) listing requirements requires the Council to appoint a Debt Sponsor.

The role of a Debt Sponsor is:

- to ensure that the Council is guided and advised as to the application of the Debt Listing Requirements;
- act as a conduit for communication between the issuer and the JSE;
- manage the submission of documentation to the JSE 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 2.5 of the JSE Debt Listings Requirements dated March 2011 (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.

NOTE: The City reserves the right to appoint for a period of less than a year, whereby annual costs will be adjusted proportionally.

SECTION 3: CUSTODIAN OF THE SECURITIES PURCHASED AND SETTLED BY THE COUNCIL'S APPROVED FUND MANAGERS

The custodian must be registered with the Financial Services Board (FSB) and STRATE for the settlement and purchasing of securities by the Council's appointed fund managers. The roles and responsibilities of the custodian are as follows: *PLEASE REFER TO ANNEXURE 9.5 FOR THE FSB CERTIFICATE*

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

FORMULAS, ALGORITHMS AND OTHER INFORMATION

1. Formula for Cashier Deposit Bank Account Deposit Identifier.

This is a 12 digit number, **aaaabbbccccd**, 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

2. Local Authority codes accepted by the Council for Traffic Fine payments:

- 805
- 806

3. Traffic Fines: specification and validation of Notice numbers.

A bank account will have to be opened to accept the Council's traffic fine payments.

The bank must validate fine notice numbers and process payments using the web services exposed by the Council's Traffic Fines administrator. The Council will provide the specifications. The bank guarantees that only full payment of any traffic fine will be accepted and any attempts to make a part payment will be rejected.

4. Record Byte Check Algorithm for traffic fine payment

Sum of the ASCII values of each of the first 64 bytes multiplied by the character position in the record
i.e.

$$\begin{array}{ccccccc} \text{Byte 1} & & \text{Byte 2} & & \dots & & \text{Byte 64} \\ (\text{ascii_val} * 1) & & + (\text{ascii_val} * 2) & + & \dots & + & (\text{ascii_val} * 64) \end{array}$$

5. Tender Types

Cash	61
Cheques	62
Credit Card	63
Credit EFT	64
EFT	65
Other	66
Round	67

APPENDIX A2

6. *Formula for General Income Bank Account Unique 9 digit account number*

The following is the check digit calculation required for the Council. 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.

EXTRACT FROM THE JOHANNESBURG STOCK EXCHANGE: DEBT LISTINGS REQUIREMENTS: QUALIFICATIONS, APPOINTMENTS AND RESPONSIBILITIES OF A DEBT SPONSOR

SECTION 2 –DEBT LISTINGS REQUIREMENTS OF A DEBT SPONSOR

Qualifications

Applications to become a Debt Sponsor must be made to the JSE by submitting the Debt Sponsor application form in Form 1.

In order for an entity to be approved as a Debt Sponsor, it must make a written application to the JSE, setting out its relevant industry knowledge and prior relevant experience.

Appointment

- 2.3 Subject to paragraphs 2.5 and 2.6, the applicant issuer must appoint a debt sponsor when making an application for listing of debt securities or the registration of a programme memorandum and must maintain the appointment of a debt sponsor for the duration that any debt securities of the applicant issuer remains listed on the JSE.
- 2.4 The Debt Sponsor must notify the JSE of its appointment by an Applicant Issuer. Where there are joint Debt Sponsors, the Applicant Issuer must appoint a Debt Sponsor that will take the lead in the process. The JSE shall deal with the Debt Sponsor which was appointed as the lead in respect of the issue.
- 2.5 An Applicant Issuer must advise the JSE in writing (providing a copy to the Debt Sponsor) of the appointment or resignation of any Debt Sponsor. Where a Debt Sponsor resigns, the Applicant Issuer and the Debt Sponsor must immediately inform the JSE separately in writing of the reason for the resignation. In such a situation, the applicant issuer has 30 business days to appoint a new debt sponsor from the date of resignation of the Debt Sponsor, unless the JSE decides otherwise. The replacement debt sponsor must ensure that, before accepting an appointment, it has requested the written reasons for the resignation as submitted to the JSE from the outgoing debt sponsor. The outgoing debt sponsor must supply the reasons to the replacement debt sponsor within five business days of such request and the replacement debt sponsor must take account of the reasons for the resignation before accepting the appointment. Failure by an Applicant Issuer and/or Debt Sponsor to comply with this requirement may result in disciplinary action being taken in terms of the Debt Listings Requirements.

Responsibilities

2.6 A Debt Sponsor must:

- a. ensure that the Applicant Issuer is guided and advised as to the application of the Debt Listings Requirements;
- b. provide to the JSE any information or explanation known to it in such form and within such time limit as the JSE 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;
- c. ensure that all SENS announcements comply with the Debt Listings Requirements before submission to the JSE;
- d. use all reasonable endeavours to ensure that the Applicant Issuer complied with the Debt Listings Requirements;
- e. manage the submission of all documentation to the JSE and ensure its compliance with the JSE 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 JSE, 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 JSE, that should be taken into account by the JSE in considering the submission;
- i. advise the JSE immediately if they are aware or have reason to suspect that any of their Debt Sponsor clients have or may have breached the Debt Listings Requirements; and Tender No. 343C/2016/ 17.
- j. be present at all discussions held between the JSE and the Applicant Issuer. The JSE may, however, where it deems appropriate, communicate directly with an Applicant Issuer or with an advisor of the Applicant Issuer, in order to discuss matters of principle and/or the interpretation of provisions of the Debt Listings Requirements. Where discussions take place in the absence of the Debt Sponsor, an Applicant Issuer shall ensure, as soon as is practicable, that the Debt Sponsor is informed (preferably in writing) of the matters discussed; and
- k. adhere to the Sponsor Code of Ethics and Standards of Professional Conduct as contained in the appendix to Schedule 16 of the JSE Debt Listing Requirements.

Annual Compliance

- 2.7 Debt sponsors are required, on an annual basis, to advise the JSE whether they still meet the eligibility criteria and, specifically, whether or not they continue to have the minimum number of approved executives as required by the JSE from time to time in their employ (Schedule 3).

Breach of Responsibilities

- 2.8 If the JSE determines, after taking account of written representations, that a debt sponsor has breached any of its responsibilities under the Debt Listings Requirements, the JSE is entitled to take any one or more of the following actions:
- a. censure the Debt Sponsor
 - b. remove the Debt Sponsor from the register of debt sponsors maintained by the JSE
 - 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.
- 2.9 Where the JSE has decided to take any action described in paragraph 2.7(b), the Debt Sponsor shall be entitled to request that the decision be taken on appeal in accordance with the provisions of paragraph 1.5.

Termination

- 2.10
- a. In the event that the appointment of the Debt Sponsor is terminated by the Applicant Issuer, for whatever reason, such termination must be approved by the board of directors of the Applicant Issuer. Once the termination of the Debt Sponsor has been approved by the board of directors, the Applicant Issuer and the Debt Sponsor must submit a report to the JSE stipulating the reasons for the terminations, within 48 hours of such termination.
 - b. In the circumstances set out in paragraph 2.6(a), an Applicant Issuer must immediately publish an announcement on SENS confirming the termination of the services of the Debt Sponsor. The Applicant Issuer must make immediate arrangements to appoint a replacement debt sponsor, within 30 business days of the date on which the former debt sponsor ceased to act, and must inform the JSE and publish a further announcement on SENS immediately after the appointment of the replacement debt sponsor has been made.

- c. The replacement debt sponsor must ensure, before accepting the appointment, that it has requested the report referred to in paragraph 2.6(a) from the outgoing debt sponsor. The outgoing debt sponsor must supply this report to the replacement debt sponsor within five business days of such request and the replacement debt sponsor must take account of the reasons for the termination before accepting the appointment.
- d. Failure by an applicant issuer and/or debt sponsor to comply with this requirement may result in disciplinary action being taken in terms of the Debt Listings Requirements.

APPENDIX C

PAYMENT TRANSACTION FILE FORMAT

The record length is fixed. Each file starts with a header record and ends with a trailer record. Between the header and trailer there are any number of transaction records, each of which is followed by a payment record and any number of tender records. Each record starts on a new line.

The header contains a file generation number which will start at 1 and be incremented by 1 for each file generated. The purpose of this number is to prevent files from being processed more than once, or out of sequence. The trailer is used to determine whether the file is complete.

Each record contains a record byte check which is the sum of the ASCII values of each of the first 64 bytes multiplied by the character position in the record. This serves to prevent modification of any one record. The record byte checks are used to detect tampering and/or transmission errors.

Negative payments should never be included in the file. In

the layout below the record type is indicated as follows:

N = numeric

X = alphanumeric

Fixed values are marked with an asterisk (*).

Where a specific justification (left-/right-) and/or padding with 0's are necessary, this is explicitly stated.

File naming convention:

Each payment transaction file should be named as follows: **POSmmm.nnn** where **mmm** is a Point of Sale number supplied by COCT, and **nnn** is a sequence number corresponding to the last 3 digits of the file generation number in the file header. This sequence number must increment by 1 per file generated and clock round at 999.

Header record (01)

This record contains the header information for Traffic Fine payments.

	Type	Size	Description/Value
Record Identifier	N	2	01*
Date Processed	N	8	yyyymmdd
File Generation Number	N	6	Increment by 1 per file generated; right-justified; left padded with 0's
Identifier	X	4	1555
File Version Number	N	2	01*
Deposit Slip Number	N	12	Determined according to formula in Annexure A.1
Filler	X	30	Blank
Record Byte Check	N	6	Calculated according to algorithm in Annexure A.4

Transaction Record (40)

This record indicates the collector, date, time and point of service where a transaction took place. This information can be used to trace a transaction.

	Type	Size	Description/Value
Record Identifier	N	2	40*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Collector	X	16	Any reference number
POS	X	8	Any reference number or code
Filler	X	24	blank
Record Byte Check	N	6	calculated according to algorithm in Annexure A.4

Payment Record (50)

This record contains data about the amount of a payment, the fee for the payment and the **Ticket Notice Number**. The number appears at the top LHS of the printed Traffic Fine, but is printed with forward-slashes which must not be stored in the file. The stored Ticket Notice Number has a total length of 16 (no slashes included). The number must be left-padded with zeroes in the file.

Please note that although Traffic fines are issued in Rand amounts, the payment details must be forwarded in this file in cents. All amounts in the file are in cents.

There is one payment record per transaction.

	Type	Size	Description/Value
Record Identifier	N	2	50*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Ticket Notice Number	X	30	right-justified; left-padded with 14 zeroes
Sign	X	1	+
Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	+
Fee	N	7	fee in cents; left-padded with 0's
Record Byte Check	N	6	calculated according to algorithm in Annexure A.4

Tender Record (61 - 67)*

This record contains the amount and bank cost of a particular tender type offered for the payment, as well as other information. More than one tender type can be used for one payment, so there may be many tender records for one payment record in one transaction. Currently 7 tender types are allowed – see Annexure A.5 for the list of **Tender Types**.

The account number is optional, and is usually only used for cheques, credit cards and other non-cash tenders. When no account number is present, the field should be zero-filled.

	Type	Size	Description/Value
Record Identifier	N	2	61-67* (see Tender Types in Annexure A.5)
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Account	N	30	right-justified; left-padded with 0's; can be all 0's
Sign	X	1	+
Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	+
Bank Cost	N	7	bank cost in cents; right-justified; left-padded with 0's
Record Byte Check	N	6	calculated according to algorithm in Annexure A.4

Trailer Record (99)

This record contains check totals. It must be present for the file to be complete.

	Type	Size	Description/Value
Record Identifier	N	2	99*
Number of Payments	N	6	total no. of payments; right-justified; left-padded 0's
Sign	X	1	+
Payment Total	N	11	total payment amount; right-justified; left-padded 0's
Sign	X	1	+
Fee Total	N	11	total fee amount; right-justified; left-padded 0's
Filler	X	1	blank
Number of Tenders	N	6	total no. of tenders; right-justified; left-padded 0's
Sign	X	1	+
Tender Total	N	11	total tender amount; right-justified; left-padded 0's
Sign	X	1	+
Bank Cost Total	N	11	total of bank costs; right-justified; left-padded 0's
Filler	X	1	blank
Record Byte Check	N	6	calculated according to algorithm in Annexure A.4

- Negative payments should never be allowed in the Payment Transaction File.
- Only Traffic Fine payments must feature in the above Payment Transaction File.

|| 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.

| FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Schedule 12: Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Schedule 12: Annex 4**).
- c) Joint Venture Expenditure Report (**Schedule 12 : 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 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.

(6) CONDITIONS OF TENDER

6.1 General

6.1.1 Actions

6.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the CCT's Supply Chain Management Policy ('SCM Policy').

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it.

6.1.1.2 The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

6.1.1.3 The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

6.1.2 Interpretation

6.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

6.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

6.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee.

6.1.4 The CCT's right to accept or reject any tender offer

6.1.4.1 The CCT may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

6.1.5 Procurement procedures

6.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

6.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

6.1.6.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

6.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision

6.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

6.1.6.4 All requests referring to sub clauses 6.1.6.1 and 6.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department,
Corporate Services and Compliance Directorate

Via hand delivery at:

Via post at:

Via fax at:

Via email at:

6.1.6.5 All requests referring to clause 6.1.6.3 regarding access to information or reasons must be submitted in writing to:

The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department,
Corporate Services and Compliance Directorate

Via hand delivery at:

Via post at:

Via fax at:

Via email at:

6.1.7 City of Cape Town Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office,

Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

6.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture. *PLEASE REFER TO ANNEXURE 9.6 FOR THE CSD REGISTRATION REPORTS*

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address '

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

6.2 Tenderer's obligations

6.2.1 Responsiveness Criteria

6.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

6.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

6.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) Full name of tendering entity to be provided;
- b) Identification number or company or other registration number to be provided;
- c) Tax reference number to be provided;
- d) VAT registration number (if any) to be provided;
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- h) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed);
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- k) The tenderer's tax matters with SARS are in order;
- l) The tenderer is not an advisor or consultant contracted with the CCT,
- m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.

6.2.1.1.3 Compulsory clarification meeting

Not applicable for this tender. A non-compulsory briefing session will take place.

6.2.1.1.4 Minimum requirements TO BE CONSIDERED AS RESPONSIVE]

7.5.1.1 Section 1: TRANSACTIONAL BANKING

The following are the minimum requirements to be met in order to be deemed responsive.

Where the "Can be implemented by 1 March" column has been greyed out, this is an immediate requirement i.e. must be available when the tender is awarded.

Please indicate whether the following services are provided.

For items where the minimum requirement is not immediately available, the "Can be implemented by 1 March" must be ticked to be deemed responsive. This will allow for an adequate testing period of **90 days**.

THE RESPONSES SHOULD BE IN ACCORDANCE WITH AND IN THE ORDER OF THE FOLLOWING CRITERIA (AND CLEARLY REFERENCED TO THE CATEGORIES AS INDICATED IN THE TABLE BELOW).

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
		Cashiers' deposit account:		
1.1.1 (i)	1.1	Must only accept Council cashier deposits with a valid 12 character Deposit Identifier. Refer Appendix A1 for Deposit Identifier specifications	Yes	
1.1.1 (iii)	1.2	No acceptance of deposits without the deposit identifier mentioned in Point 1.1.	Yes	
1.1.3 (iii)	1.3	Validation of deposit identifier mentioned in Point 1.1	Yes	
1.1.3 (iii)	1.4	Any adjustment must show original deposit identifier.	Yes	
		Other income bank accounts:		
1.1.2 (ii)	1.5	No acceptance of deposits without deposit identifier. Refer Appendix A2	Yes	
1.1.2 (ii)	1.6	Validation of deposit identifier mentioned in Point 1.5.	Yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.1.2 (iii)	1.7	Any adjustment must show original deposit identifier.	Yes	
1.1.2 (iii)	1.8	A single deposit facility for multiple municipal account payments.		✓
		The Council 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 the City's bank account number should be rejected and the client be redirected to the listed beneficiary facility.	Yes	
		Expenditure:		
1.1.3 (iii)	1.9	Any adjustment must show original deposit identifier.	Yes	
1.2.1 (iii) & 1.2.2 (ii)	1.10	All payment entries to show a unique reference number.	Yes	
		Traffic fine payments		
1.1.4 (i)	1.11	Council requires the successful tenderer to provide the facility to accept Council's Traffic fine payments, online in realtime. The specifications will be provided by Council.	Yes	
1.1.4 (ii)	1.12	The following payment channels for Council's traffic fines must be provided by the service provider: I. Assisted services (Point of Sale) II. ATM's III. E-Commerce	Yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.1.4 (iv) and (v)	1.13	The service provider must reflect a single daily total with a DI on the bank statement and in addition provide the Council with a daily file detailing the fine number, amount, date, time paid, mode of payment, file total (this total must correspond with single daily total with DI deposited). The header should have the service provider's name and the 9 digit DI.	Yes	
1.1.4 (vi)	1.14	The service provider must facilitate the following mode of payments: Cash, credit card, debit card and EFT.	Yes	
		Bank reconciliations		
1.6 (i)	1.15	Bank statements to be downloaded daily in the required file layout format.	Yes	
1.6 (ii)	1.16	All bank statement transactions require to be correctly referenced to facilitate SAP reconciliation process.	Yes	
		Electronic Payment Solution		
1.4.1 (i)	1.17	Secure solution that can handle the Council's transactional volumes.	Yes	
1.4.1 (i)	1.18	Transfer electronic transactions from SAP to the bank's system without downloading the transaction to a user's PC	Yes	
1.4.1 (vii)	1.19	The system must accommodate transactions of varying value from small amounts up to R5 000 000 (five million rand) in a single file.	Yes	
1.4.1 (viii)	1.20	Handle more than one payment file per day (no overwriting of previously sent file).	Yes	
1.4.1 (ix)	1.21	Handle payments to all banks in one file.	Yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be Implemented by 1 March 2018
1.4.1 (x)	1.22	The bank must be able to accommodate the needs of different business units within the Council with segregation of responsibility and access for staff within each unit.	yes	
1.4.1 (xi)	1.23	Item/Transaction limits, day limits, weekly limits, etc. per business unit.	yes	
1.4.1 (xiii)	1.24	The solution must include the use of control totals to ensure the integrity and completeness of each file's content.	yes	
1.4.1 (xiv)	1.25	A device, such as sequential numbering of files, must be employed to prevent the accidental duplication of files within each business unit.	yes	
1.4.1 (xvi)	1.26	Bank statement file in a format that can easily be created in the SAP ABAP programming environment.	yes	
		Desktop/Direct Solution		
1.4.2 (i)	1.27	Desktop based online solution (utilizing modems or the internet as a communication medium) needs to be provided for ad hoc payments of small volumes of manual captured transactions.	yes	
1.4.2 (ii)	1.28	This solution needs to have a built in segregation of duties in capture and approval of transactions before processing.	yes	
1.4.2 (iii)	1.29	This solution can also be used as the backup solution to the secure solution described above.	yes	
		Secure and Desktop/Direct Solution		
1.4.2 (v)	1.30	Online bank inquiry solution	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.4.3 (iii)	1.31	Handle payments to banking institutions where a universal branch code is utilized.	yes	
		Testing Requirements		
1.4.4 (i)	1.32	Provide a testing environment / testing facility at least one month before go-live i.e. 1 March 2018.	yes	
1.4.4 (ii)	1.33	Test environment/facility available before go live as well as after go live.	yes	
1.4.4 (iii)	1.34	Tenderers assign dedicated staff to be prepared to interact and respond during Council's implementation development progress.	yes	
		External Transaction Codes		
1.4.5 (i)	1.35	A complete list of external transaction codes used must be submitted.	yes	
1.4.5 (ii)	1.36	Supplied in hardcopy and electronic format (in Excel) on a CD.	yes	
1.4.5 (iii)	1.37	List contains the correct columns.	yes	
		Merchant Services		
1.5	1.38	Provide the end-to-end solution for the Council to be a card merchant – enabling the Council to accept debit and credit card payments at its cash receiving points and on its website.	yes	
1.5	1.39	Provide the solution for the Council's cash receipting system to integrate with the service provider's card terminal. Using this solution the Council will upgrade its cash receipting system for integration to the service provider's card terminal.	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.5.2	1.40	Payment Gateway Service		
		Facilitate online payments on the City's e-services portal, including the switching services.	yes	
		Bond Transactions		
1.9.1	1.41	Bond Capital Events Settling Bank	yes	
1.9.2	1.42	Transfer Agent	yes	
1.9.3	1.43	Settlement/Paying Agent	yes	
1.9.4	1.44	Calculation Agent	yes	
	2.	OPERATIONAL EFFICIENCY & USER FRIENDLINESS		
		Cashiers' deposit account:		
1.1.1 (iii)	2.1	Identifier to show on bank statement.	yes	
1.3.2 (i)	2.2	Daily balance swept into main account.	yes	
1.3.1 (i)	2.3	Bank charges and interest accrued to be directed to the Main Bank Account.	yes	
1.1.1 (ii)	2.4	Pre-Printed deposit books and pads in line with requirements.	yes	
1.1.3 (vi)	2.5	Deposit slips to be returned daily via the armed carriers.	yes	
		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.	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.1.3 (viii)	2.7	Cashier Cash Floats to be made up in terms of cash specifications produced by the Council. (Money bags to be supplied by the bank).	yes	
1.4.5 (iv)	2.8	Tenderer undertakes to inform the Council of any the new bank codes at least ten (10) working days before the code is implemented by the bank.	yes	
		Other income bank accounts:		
1.1.2 (ii)	2.9	Only deposit identifier to show on bank statement.	yes	
1.3.2 (i)	2.10	Daily balance swept into main account.	yes	
1.3.1 (i)	2.11	Bank charges and interest accrued to be directed to the Main Bank Account.	yes	
1.1.3 (iii)	2.12	In the case of unidentified cash the Bank is to provide the Council with information about depositor in the absence of a deposit identifier or customer account number.	yes	
		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.	yes	
1.1.5 (i)	2.14	Unpaid items must be debited individually on the Bank Statements and bear the same unique identifier reference as the original deposit.	yes	
1.1.5 (ii)	2.15	Physical unpaid cheques to be returned to Civic Centre daily.	yes	
1.6 (iii)	2.16	The sending of the statement file must take place as soon as possible after 12 am daily but not later than 4 am.	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
		Treasury		
1.3.2 (iii)	2.17	Interest and bank charge details on a daily basis.	yes	
1.3.2 (i) & (ii)	2.18	Sweeping facilities and options.	yes	
1.3.1 (i)	2.19	All Bank charges and interest to the Main Bank account.	yes	
1.3.2 (iii)	2.20	Cash management scheme netting of balances.	yes	
1.3.1 (ii)	2.21	Electronic invoices supported by detailed workings of the calculation of the bank charge must be supplied monthly.	yes	
		Imaging		
1.3.4 (i)	2.22	Imaging of deposit slips and unpaid cheques to be made electronically.	yes	
		Bulk Transactional File Exchange		
1.4.1 (vi)	2.23	Message indicating if the transaction file was accepted needs to be returned within one hour.	yes	
1.4.1 (xii)	2.24	The bank must provide a solution that will send notifications to staff within the individual business units of the Council when any of that unit's limits are close to being consumed.	yes	
		Expenditure:		
1.4.1 (vi)	2.25	Report on all successful transfers.	yes	
1.4.3 (ii)	2.26	Report on all unsuccessful transfers together with identifiers indicating vendor name and value.	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
		Desktop/Direct Solution		
1.4.2 (iv)	2.27	Users of the solution must be required to change their passwords every 30 to 40 days.	yes	
		Secure and Desktop/Direct Solution		
1.4.3 (i)	2.28	Where payments are sent in advance it must be possible to cancel specific transactions via e-mail in emergency cases.	yes	
1.1.6 (ii) & 1.4.3 (ii)	2.29	A message / messages indicating rejected/unpaid transactions needs to be returned within 48 hours.	yes	
1.4.3 (iv)	2.30	All rejected transactions must be returned along with the reference fields provided in the original transaction.	yes	
1.4.3 (v)	2.31	Branch code verifications as well as Electronic Reference Validations occur immediately after any transactions are sent.	yes	
1.4.3 (vi)	2.32	Normal internet e-mail will not be acceptable as a mode of transmission between the Council and the bank. Except in the event of an emergency cancellation of a future dated payment as described in 1.4.3 (i).	yes	
1.4.3 (vii)	2.33	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 the Council keeps within the bank serv cut-off times for the specific service).	yes	
1.4.3 (viii)	2.34	The Council needs to be notified of any redirected transactions.	yes	
1.4.3 (ix)	2.35	All debit entries on the bank statement must be assigned a unique reference number by the Council. For batched payments submitted by file it will be the batch reference number.	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.4.3 (x)	2.36	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.	yes	
		Secure Solution and Desktop/Direct Solution		
1.4.3 (xi)	2.37	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).	yes	
		Fraud protection:		
1.8	2.39	Measures to be instituted to protect Council against all forms of fraud.	yes	
		Bulk cash handling.		
1.1.3 (i)	2.40	Details of operation of bulk cash centres.	yes	
		Proof of operational capabilities.		
1.10	2.41	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.	yes	
	3.	OTHER BANKING FACILITIES OFFERED		
1.7	3.1	Overnight/bridging facilities linked between the Council's main and call account in the event of an overdraft.	yes	
1.7	3.2	Overdraft Facility	yes	
1.7	3.3	Letter of Credit	yes	
1.7	3.4	Guarantees.	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.7	3.5	Forward cover.	yes	
1.7	3.6	Foreign currency.	yes	
1.7	3.7	ACB debits and credits.	yes	
1.7	3.8	Travel card facility.	yes	
1.7	3.9	Customer credit referencing.	yes	
1.7	3.10	Economic advice/forecasting.	yes	
1.7	3.11	Mark to market valuation of financial assets and liabilities for year-end accounting purposes.	yes	
1.7	3.12	Funds transfer: Daylight Limit	yes	

MINIMUM SCORE FOR FUNCTIONALITY

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

CATEGORY	EVALUATION CRITERIA	POINTS
LEAD ARRANGER		
a)	Experience in arranging bond issues in South Africa for the following categories:	
	• Corporates	1
	• National Government	2
	• Parastatals and SOE's	2
	• Local Government	5
b)	Experience of establishing and updating DMTN programmes for the following categories:	
	• Corporates	1
	• National Government	2
	• Parastatals and SOE's	2
	• Local Government	5
DEBT SPONSOR		
a)	Previous relevant experience for the following categories:	
	• Corporates	1
	• National Government	2
	• Parastatals and SOE's	2
	• Local Government	5
	TOTAL FOR FUNCTIONALITY	30

The minimum number of evaluation points for functionality is 21. The tender offers which fail to score the minimum number of evaluation points for functionality will be considered as non-responsive.

Tenderers shall ensure that the annexures referred to above have been fully and properly completed to ensure optimal scoring of functionality points.

NB: The Council will verify all information submitted in terms of this proposal and any information that is incorrect will result in that Tenderer being automatically disqualified and not considered further.

**RETURABLE SCHEDULE (LEAD ARRANGER)
EXPERIENCE IN ARRANGING BOND ISSUES**

List of recent previous work of a similar nature undertaken

Description of the project	Client Contact Details		Value of contract	Year completed
	Name of Client	Name of responsible official Telephone no.		
			R 870 m	2016
			R 1,85 m	2016
			R 613 m	2016
			R 4,555 bn	2016/17
			R 1,687 m	2016
			\$ 3 bn	2016
			R 765 m	2016
			R 200 m	2017
			R 290 m	2016/17
			R 20,27 bn	2016/17

NOTE: Notwithstanding the information requested above, all the information requested in the Specification, must be provided with the tender submission.

RETURNABLE SCHEDULE (LEAD ARRANGER)
EXPERIENCE IN ESTABLISHING AND UPDATING A DMTN PROGRAMME

List of recent previous work of a similar nature undertaken

Description of the project	Client Contact Details			Value of contract	Year completed
	Name of Client	Name of responsible official	Telephone no.		
1				R 40 bn	2010
2				R 15 bn	2014
3				R 3 bn	2015
4				R 2.5 bn	2012
5				R 2 bn	2017
6				R 75 bn	2016
7				R 10 bn	2011
8				R 5 bn	2013
9				R 3 bn	2015
10				R 7.5 bn	2011

NOTE: Notwithstanding the information requested above, all the information requested in the Specification, must be provided with the tender submission.

RETURABLE SCHEDULE
Debt Sponsor

List of recent previous work of a similar nature undertaken

Description of the project	Client Contact Details			Value of contract	Year completed
	Name of Client	Name of responsible official	Telephone no.		
				N/A	2013-2017
				N/A	2012-2017
				N/A	2012-2017
				N/A	2013-2017
				N/A	2013-2017
				N/A	2012-2017
				N/A	2014-2017
				N/A	2014-2017
				N/A	2014-2017
				N/A	2014-2017

NOTE: Notwithstanding the information requested above, all the information requested and the Specification must be provided with the tender submission.

Section 3: CUSTODIAN OF THE SECURITIES PURCHASED AND SETTLED BY THE COUNCIL'S APPROVED FUND MANAGERS

Please supply information in respect of the following:

PLEASE REFER TO:

- Proof of registration with the Financial Services Board *ANNEXURE 9.5*
- Proof of registration with STRATE *ANNEXURE 10.3*
- Proof of registration with the Johannesburg Stock Exchange (formerly the Bond Exchange of South Africa before its acquisition by the JSE) *ANNEXURE 10.1*
- Proof of registration with the South African Reserve Bank *ANNEXURE 9.1*

ADDITIONAL INFORMATION TO BE SUPPLIED FOR SECTION 1

Please supply information in respect of the following:	
1.	IMPLEMENTATION PLAN AND TIME SCALES <i>PLEASE REFER TO ANNEXURES 15</i>
1.1	A programme for implementation of the required banking services including a marketing/publicity strategy.
1.2	Provide timescales for implementation.
2.	IMPLEMENTATION COSTS
2.1	Any additional computer hardware or software (and its cost to the Council, if applicable) that Council must acquire in order for the proposed banking systems to interface with SAP R/3 and / or to operate at the required level of efficiency must be included in the pricing schedule under section 9.
2.2	The training requirements (and its cost to Council, if applicable) for Council's staff to use the proposed banking systems.
3.	CORPORATE STRUCTURE & STRENGTH OF TENDERER
3.1	Audited financial statements. <i>PLEASE REFER TO THE ENCLOSED 2014, 2015 AND 2016 FINANCIAL REPORTS.</i>
3.2	Most recent published credit rating report by independent credit rating agency. <i>PLEASE REFER TO ANNEXURE 7</i>
3.3	Branch network in the Cape Metropolitan Area (Location and number). <i>PLEASE REFER TO ANNEXURE 20</i>
3.4	ATM network in the Cape Metropolitan Area (Location and number). <i>PLEASE REFER TO ANNEXURE 20</i>
3.5	Details of relationship banking structure and operation.
3.6	A dedicated support team to maintain and service all banking queries. <i>PLEASE REFER TO ANNEXURE 14 FOR THE SUPPORT TEAM'S CV'S</i>
3.7	Social investment & employment equity programmes in the Western Cape. <i>PLEASE REFER TO ANNEXURE 17 FOR THE CSI RESPONSE</i>
3.8	Exposure to National, Provincial & Local Government.
3.9	Details of the following in respect of the branch which will be designated as the home branch of Council's main bank account:
	Name and physical location
	Management structure, names and positions
	Staffing numbers and structures

		Facilities and services available
		Afterhours access to Branch
		Dedicated operational/technical support.
	3.10	Details of the following in respect of the branch which will be designated as the home branch of Council's main bank account
		IT (financial) systems, back-up facilities including disaster management.
	4.	POSSIBLE FUTURE INNOVATIONS
		The Tenderers are requested to give their comments on possible future innovations available for implementation by the bank.

6.2.1.1.5 Local production and content

Not applicable.

6.2.1.1.6 Pre-qualification criteria for preferential procurement – Not applicable for this tender

Only tenderers that meet the following pre-qualification criteria will be declared responsive:

- a) a tenderer having a stipulated minimum B-BBEE status level of contributor of level ;
- b) an EME or QSE;
- c) a tenderer subcontracting a minimum of 30% to:
 - i. an EME or QSE which is at least 51% owned by black people;
 - ii. an EME or QSE which is at least 51% owned by black people who are youth;
 - iii. an EME or QSE which is at least 51% owned by black people who are women;
 - iv. an EME or QSE which is at least 51% owned by black people with disabilities;
 - v. an EME or QSE which is at least 51% owned by black people living in rural or undeveloped areas or townships;
 - vi. a co-operative which is at least 51% owned by black people;
 - vii. an EME or QSE which is at least 51% owned by black people who are military veterans;
 - viii. an EME or QSE.

Tenderers must fully complete the schedule titled **Schedule of Pre-Qualification Criteria Sub-Contractors** in order for this requirement to be evaluated.

6.2.2 Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

6.2.3 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

6.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

6.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

6.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

6.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

6.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

6.2.9 Pricing the tender offer

6.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

6.2.10 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

6.2.11 Alternative tender offers

6.2.11.1 Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements.

6.2.11.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

6.2.12 Submitting a tender offer

6.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

6.2.12.2 Return the entire document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

6.2.12.3 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English

6.2.12.4 Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

6.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

6.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information.

6.2.12.7 Accept that the CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

6.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

6.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

6.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

6.2.12.12 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Tenderer**.

6.2.13 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CCT as non-responsive.

6.2.14 Closing time

6.2.14.1 Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

6.2.14.2 Accept that, if the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

6.2.14.3 Accept that, the CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

6.2.15 Tender offer validity and withdrawal of tenders

6.2.15.1 Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

6.2.15.2 Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the CCT at any time after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary (including any further conditions) by the tenderer. Any further conditions introduced by the supplier will be considered at the sole discretion of the CCT.

6.2.15.3 A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

6.2.16 Clarification of tender offer, or additional information, after submission

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

6.2.17 Provide other material

6.2.17.1 Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

6.2.17.2 Provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

6.2.17.3 Tenderers undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

6.2.18 Samples, inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.

If the **Specification** requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

6.2.19 Certificates

The tenderer must provide the CCT with all certificates as stated below:

6.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

*PLEASE REFER TO ANNEX
FOR THE BBEE CERTIFICATE*

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** [Belinda] unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

6.2.19.2 Evidence of tax compliance *PLEASE REFER TO ANNEXURE C.1*

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit 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, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** page of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

6.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993 *PLEASE REFER TO ANNEXURE*

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

6.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

6.3 The CCT's undertakings

6.3.1 Respond to requests from the tenderer

6.3.1.1 Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

6.3.1.2 The CCT's representative for the purpose of this tender is stated on the General Tender Information page.

6.3.2 Issue Notices

If necessary, issue notices that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week (where possible) before the tender closing time stated on the front page of the tender document. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

6.3.3 Opening of tender submissions

6.3.3.1 Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

6.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices and the preferences indicated.

6.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website

6.3.3.4 Make available the pricing schedules upon written request.

6.3.4 Two-envelope system

6.3.4.1 Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.

6.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

6.3.5 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

6.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

6.3.7 Test for responsiveness

6.3.7.1 Appoint an evaluation panel and determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

6.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications, or
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.

6.3.8 Arithmetical errors, omissions and discrepancies

6.3.8.1 Check the responsive tenders for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Price Schedule; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
 - ii) the summation of the prices; or
 - iii) calculation of individual rates.

6.3.8.2 The CCT must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

6.3.8.3 In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT, the CCT may declare the tender as non-responsive.

6.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

6.3.10 Evaluation of tender offers

6.3.10.1 General

6.3.10.1.1 Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

6.3.10.1.2 For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

6.3.10.2 Decimal places

Score financial offers, preferences and functionality, as relevant, to two decimal places.

6.3.10.3 Scoring of tenders (price and preference)[Belinda]

6.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 3)**:

- based on the sum of the prices/rates in relation to the estimated quantities.

6.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

6.3.10.3.3 The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

6.3.10.3.4 Applicable formula:

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders over a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$P_s = 90 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}}\right)$$

Where:
 P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 10 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to 10 adjudication points (N_p) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

**A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.*

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed Status Contributor	B-BBEE Level of	Number of Points for Preference
less than 51%	4		5
at least 51% but less than 100%	2		9
100%	1		10

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed Status Contributor	B-BBEE Level of	Number of Points for Preference
at least 51% but less than 100%	2		9
100%	1		10

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_s + N_p$$

Where: P_s is the number of points scored for price;
 N_p is the number of points scored for preference.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

6.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

6.3.11 Negotiations with preferred tenderers

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- does not allow any preferred tenderer a second or unfair opportunity;
- is not to the detriment of any other tenderer; and
- does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

6.3.12 Acceptance of tender offer

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

6.3.12.1 Accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

6.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

6.3.12.3 Accept the tender offer, only if in the opinion of the CCT, the tenderer:

- a) can demonstrate that it has the necessary resources and skills to fulfil its obligations in terms of the tender document,
- b) does not pose any material risk to the CCT,
- c) is not currently a supplier to whom notice has been served regarding abuse of the supply chain management system.

6.3.13 Prepare contract documents

6.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

6.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

6.3.14 Notice to successful and unsuccessful tenderers

6.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

6.3.14.2 The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

6.3.15 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

(7) 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 and the date of the Purchase Order will be the contract commencement date

Delete Clause 1.21 and substitute with the following:

1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is

Add the following after Clause 1.25:

1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded

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.

3.5 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 *PLEASE REFER TO ANNEXURE*
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11) *PLEASE REFER TO ANNEXURE 5*
- 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.

7. Performance Security

'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.
- 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:

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;

a) 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;

b) 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).

c) 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.

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 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**.

17. Prices

Add the following after clause 17.1

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

- a) The tenderer shall complete **Schedule 8**
- b) Failure to complete **Schedule 8** may result in the tender being declared non-responsive, or prices will be deemed to be subject to zero-rated contract price adjustment.
- c) Contract prices will be subject to price adjustment strictly in accordance with **Schedule 8**
- d) If the Contract price is (also) subject to variation in rate of exchange, the tenderer SHALL complete the appropriate section in **Schedule 8**, failing which, no claim for contract price adjustment on the basis of rate of exchange variations will be granted.
- e) Any claim for an increase in the Contract price shall be submitted in writing to the:
Director: Supply Chain Management
City of Cape Town
PO Box 655
Cape Town
8000
or by email to:
prior to the date upon which the price adjustment would become effective.
- f) The City reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- g) When submitting a claim for contract price adjustment, a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- h) The City reserves the right to request the supplier to submit auditors' certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificate or other documentary proof to the City within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

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 or any extension of the duration of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority as reflected on an authorised amended order. 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.

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 **[NOT APPLICABLE]**

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
- 23.9 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.

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,

Add the following after clause 32.3:

32.4 The VAT registration number of the City of Cape Town is

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.

(8) GENERAL CONDITIONS OF CONTRACT

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

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32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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, Private Bag X85, Pretoria 0001, or accessed electronically from 1.

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.
- 7.2 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.

(9) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms / (_____) > of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing ? (Please mark with X)

YES	X	NO	
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1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
- (ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

YES		NO	X
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- 2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

YES	X	NO	
-----	---	----	--

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to List of other documents attached by tenderer schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)
	TRANSACTIONAL BANKING	5 YEARS	NONE
	TRANSACTIONAL BANKING	5 YEARS	NONE
	TRANSACTIONAL BANKING	5 YEARS	NONE
	TRANSACTIONAL BANKING	5 YEARS	NONE
	TRANSACTIONAL BANKING	5 YEARS	NONE

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (Please mark with X)

YES		NO	X
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4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

Signature _____
 Print name: 1.
 On behalf of the tenderer (duly authorised)

Date

06/07/2017

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

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

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;

- 8) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the tender process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEE^a - B-BBEE^b) \times P^*$$

where:

$B-BBEE^a$ = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

$B-BBEE^b$ = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P^* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), less than 51% black-owned	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☐
Qualifying Small Enterprise (QSE), less than 51% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ 2	☒
Non-compliant contributor	☐

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

- 1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐

Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the supplier contravenes the conditions in Section 2.

- 2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

1. _____
Signature

06/07/2017

Date

Name (PRINT)
(For and on behalf of the Supplier (duly authorised))

For official use.	
SIGNATURE OF CITY OFFICIALS AT AUCTION OPENING	
1.	_____

Schedule 4: Declaration of Interest – State Employees (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars..... NOT AS FAR AS WE ARE AWARE
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars I AND - INDUSTRIAL DEVELOPMENT CORPORATION - NON EXECUTIVE DIRECTORS AND BAY JALI IS A MEMBER OF THE SPECIALIST COMMITTEE ON COMPANY LAW ADVISING THE DTI MINISTER
 - 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.13.1 If yes, furnish particulars PLEASE REFER OVERLEAF FOR DECLARATIONS FROM

- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number
PLEASE REFER TO ANNEXURE 4 FOR		
COR 39		
DIRECTORS ID COPIES AND PROFILES		
SHAREHOLDERS ANALYSIS		
SHARE CERTIFICATES		

COR 14.3

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

1.

2.

06/07/2016

Signature

Print name: ?

Date

On behalf of the tenderer (duly authorised)

'MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

Schedule 5: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

YES		NO	X
-----	--	----	---

- 1.1 If yes, the tenderer is required to set out the particulars in the table below:

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or

2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

YES		NO	X
-----	--	----	---

If yes, the tenderer is required to set out the particulars in the table below:

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, please contact the following:

the City's anti-corruption hotline at 0800 32 31 30 (toll free)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

1. _____
Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

06/07/2017

Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 Of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
 - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

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

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

Item	Question	Yes	No
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☒
2.4.1	If so, furnish particulars: N/A		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
2.7.1	If so, furnish particulars: N/A		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

 Signature
 Print name
 On behalf of the tenderer (duly authorised)

06/07/2017
 Date

Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer ~~(or any of its directors/members/partners)~~ to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the abuse of the Supply Chain Management Policy.

Physical Business address(es) of the tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)
		PLEASE REFER TO ANNEXURE 12 FOR COPIES OF DIRECTORS MUNICIPAL BILL. SEE LIST ATTACHED	

1. _____ 2. _____
Signature
Print name:
On behalf of the tenderer (duly authorised)

06/07/2017
Date

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

9. Pricing Instructions:

- 9.1 Where the basis of charge refers to a percentage, this percentage will remain the same for the duration of the contract.
- 9.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 9.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 9.4 Tenderers are requested to quote prices effective from 1 April 2018/1 July 2018 (where applicable) for a period of 12 months.
- 9.5 The dates of future annual reviews and their notice periods shall be detailed in a covering letter. 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 Statistics South Africa for the period 1 March to 28/29 February each year. Tenderers are requested to quote a formula, referenced to CPI, which shall be used for calculating any future annual price increases on the dates of annual review. The full tendered price will be subject to adjustment **annually** based on the average consumer Price Index (CPI) as follows
- 9.6 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.
- 9.7 Any costs applicable to implementation of new banking systems and procedures, including the cost of training Council staff, computer hardware and software etc. should be shown separately from transaction costs.
- 9.8 All prices shall be VAT EXCLUSIVE.

Schedule 9: Occupational Health and Safety Agreement

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

.....
(Supplier/Mandatar/Company/CC Name)

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

I, ..., representing
....., 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.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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 Council'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 SANDTON on the 07 day of July 2017

.....
Witness

.....
Mandatar

Signed at on the day of 20

.....
Witness

.....
for and on behalf of
City of Cape Town

Schedule 10: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender | Tender No 343C/2016/17 Appointment of Main Banker and other banking services for the City of Cape Town | in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of: _____ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

1. _____
Signature

Date

06/07/2017

1. _____
Name (PRINT)
(For and on behalf of the tenderer (duly authorised))

⁽¹⁾ Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule 11: Local Content Declaration / Annexure C

NOT APPLICABLE FOR THIS TENDER

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Preamble

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the Electrical and Telecom Cable sector.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(1) prescribes that in the case of designated sectors, where in the award of bids where local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 The designated sector **Textiles, Clothing, Leather and Footwear** is applicable to items tendered for as detailed in Annexure C and all cables tendered for these items must comply with the requirements in respect of the local production and content legislation.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by ABSA Bank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid will be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. Definitions

- 2.1. "bid" includes written price tenders, advertised competitive bids or proposals;
- 2.2. "bid price" price offered by the tenderer, excluding value added tax (VAT);
- 2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry (dti) in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual) as per Returnable Schedule 1.
- 2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the tenderer or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. "sub-contract" means the primary supplier's assigning, leasing, making out work to, or employing another person to support such primary supplier in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

Textiles, Clothing, Leather and Footwear sector	100%
--	-------------

4. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

YES		NO	☒
-----	--	----	--

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Absa Bank at close of business on the date of advertisement of the bid.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	N/A
Yen	
Other	

NB: Tenderers must submit proof of the ABSA Bank rate(s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the CCT provide directives in this regard.

NIA

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
(Cont'd)(AS PER ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

- 1 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ... (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
 - (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Schedule 12: Price Basis for Imported Plant and Materials

NOT REQUIRED

[illegible]

N/A

The tenderer shall provide information for the evaluation of their compliance with any sub-contracting pre-qualification criteria set in the tender conditions.

A	Price of tender under consideration (Pt) including VAT	R
B	Total value of sub-contracting including VAT	R
	Total sub-contracting percentage – (B/A)*100	%
	MINIMUM SUB-CONTRACTING TARGET AS CONTAINED IN CLAUSE 6.8	??%

Schedule 14: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.	July 2017 18 May 2017	PRICING SCHEDULES - ANNEXURE 2 (TRANSACTIONAL BANKING/CARDS/PASSBOOKS) BOARD RESOLUTION - ANNEXURE 3
2.	26/02/2016 COR 14.3 04/11/2016 COR 39	GROUP STRUCTURE, SHAREHOLDERS ANALYSIS, SHARE CERTIFICATES, DIRECTORS ID CARDS AND PROFILES, COR 14.3 AND COR 39 ANNEXURE 4
3.	07/05/2017	LETTER OF GOOD STANDING - ANNEXURE 5
4.	April / June 2017	CREDIT RATINGS - ANNEXURE 7
5.	20/02/2017 - NEDBANK 20/03/2017 - RHO	BBBES CERTIFICATE - ANNEXURE 8
6.	INCLUDED IN DESCRIPTION	CERTIFICATE OF REGISTRATION AS A BANK (22/08/16), BANKING LICENSE (01/02/2017), PASA MEMBERSHIP CERTIFICATE (01/01/2017), CSB REG (NEDB 22/03/17) AND 05/05/17, NATIONAL CREDIT REGULATION (15/03/2017), FINANCIAL SERVICES BOARD (22/07/2014)
7.	ANNEXURE 10	JSE MEMBERSHIP CONFIRMATION (13/06/2017), DEBT SPONSOR STATUS (08/11/2016), CONFIRMATION OF STATE PARTICIPATION (05/05/2016), CO-OPERATION AGREEMENT (2/11/2016)
8.	13/04/2017 NEDBANK 20/03/2017 RHO	TAX CERTIFICATES AND PINS - ANNEXURE 6
9.	01/06/2017	MARSH - PROOF OF INSURANCE - ANNEXURE 11
10.	VARIANTS WITHIN 3 MONTHS	MUNICIPAL AC'S - ANNEXURE 12
11.	8/12/2016 - 26/11/2015 31/05/2017, 1/27/06/2017	CUSTOMER REFERENCE LETTERS - ANNEXURE 13
12.	July 2017	NEDBANK BRANCH AND ATM FOOTPRINT - ANNEXURE 20 RELATIONSHIP TEAM C'S - ANNEXURE 14
13.	July 2017	IMPLEMENTATION PLAN - ANNEXURE 15
14.	July 2017	TRANSACTION CODES } ANNEXURE 16 CPS INFORMATION SECURITY ARCHITECTURE }
15.	July 2017	NEDBANK CORPORATE SOCIAL INVESTMENT } ANNEXURE 17 " RENEWABLE ENERGY " 2016 SUSTAINABILITY REPORT }
16.	July 2017	TRANSFORMATION REPORT 2016 } ANNEXURE 18 ES PLAN 2016-18 }
17.	July 2017	PCI SECURITY STANDARDS APPROVAL (26/01/2017), TRUSTWORTHY CERTIFICATE OF COMPLIANCE (13/05/2016), EXPRESS VERIFICATION CERTIFICATE (21/09/2016), IDENT LISTS AND IDENT CUSTOM DEVELOPERS GUIDES, NEDBANK RS THE INTERFACE

Attach additional pages if more space is required.

1. _____
 Signature
 Print name:
 On behalf of the tenderer (FULLY AUTHORIZED)

Date

06/07/2017

TENDER NO:

Schedule 15: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

NIA

TENDER NO:

(10) CONTRACT DOCUMENTS

ANNEXURE 1: Form of Guarantee / Performance Security

FORM OF GUARANTEE / PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no [] and such amendments or additions to the contract as may be agreed in writing between the parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:

NIA

TENDER NO:

5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the City of Cape Town shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the City of Cape Town's bank compounded monthly and calculated from the date payment was made by the Guarantor to the City of Cape Town until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.
12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

TENDER NO:

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the City:

National Banks:

International Banks (with branches in SA):

Insurance companies:

NIA

TENDER NO:

ANNEXURE 2: Form of Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE of VAT) of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the City of Cape Town has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R

Amount in words:

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum advanced by the City of Cape Town has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or

N/A

TENDER NO:

- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

N/A

TENDER NO:

ANNEXURE 2A: Advance Payment Schedule

This Advance Payment Schedule is to be read in conjunction with clause 16.6 in the SCC. The purpose of this schedule is to itemise specific plant and materials for which the CCT is prepared to make advance payment to the supplier, subject to the conditions below.

The items of plant and materials which have been identified by the CCT as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the CCT.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:
[DRAFTER TO LIST: Steel gantries for overhead signage	Imported ductile iron pipes
Closed circuit television equipment for road traffic surveillance	Pipes and valves for large diameter pipelines
Precast concrete beams	

Conditions:

- 1) The supplier can only rely on advance payment being permitted by the CCT in respect of the plant and materials listed in the table above. The CCT may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the supplier.
- 2) Advance payment for the purposes of deposits will only be provided up to a limit of [DRAFTER TO SELECT PERCENTAGE: %] of the value of any one item being claimed.
- 3) The supplier shall provide the CCT with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 4) The supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the supplier. The supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the CCT upon request, for the whole value of the item.

N/A

TENDER NO:

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

WORKER DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year		Month		of		
No.	(8) First name	(8) Surname	(8) ID number	(9) Jobseeker Database Reference Number	(10) New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	(11) No of days worked this month (excl. training)	(12) No of training days this month (with stipend)	(13) Rate of pay per day (R - c)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										

0 0 R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent/ Project Manager/ Representative:	Name		Signature	
	Date			

N/A

ANNEXURE 4: BBBEE Sub-Contract Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: _____

SUPPLIER: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Grand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)

R

B-BBEE Status Level of Prime Supplier

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total: R
Expressed as a percentage of P* %

Signatures

Declared by supplier to be true and correct: _____

Date: _____

Verified by CCT Project Manager: _____

Date: _____

NIA

TENDER NO:

ANNEXURE 5: Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: _____

SUPPLIER: _____

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)

R

B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P* x 100
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: _____

Date: _____

Verified by CCT Project Manager: _____

Date: _____

ANNEXURE 6: Insurance Broker's Warranty (Pro Forma)

Logo

Letterhead of supplier's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: [343C/2016/17]

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

PLEASE REFER TO ANNEXURE 11

ADDENDUM

INTENTION TO APPOINT A MAIN BANKER AND OTHER FINANCIAL SERVICES PROVIDED BY FINANCIAL INSTITUTIONS

Tender offer from . . .

**The final pricing schedule approved by the Bid Adjudication
Committee (BAC) pertaining to this tender is attached.**

**RESOLUTIONS OF THE SUPPLY CHAIN MANAGEMENT BID ADJUDICATION
COMMITTEE: 09 OCTOBER 2017**

**SCMB 43/09/17 TENDER NO. 343C/2016/17: APPOINTMENT OF A MAIN
BANKER AND OTHER FINANCIAL SERVICES FOR THE CITY
OF CAPE TOWN**

In response to questions raised regarding the due diligence exercise performed in respect of only, the official explained that the bulk of the work will be allocated to and the Joint Venture partner, al will perform work at a value of less than R1million for the duration of the contract. Members of the Committee felt that a due diligence exercise should also be performed in respect RHO Capital for auditing purposes. Subsequent to the meeting the Supplier Management and Administration Unit was informed that a due diligence exercise had been performed in respect of RHO Capital.

In response to questions raised regarding the non-compliance by the tenderers with the pricing instruction, the Committee was informed that the non-compliance was deemed to be acceptable by the BEC as it was found that, based on the pricing structures by the banking institutions, the City's requirements were found to be limiting as certain institutions provided percentages which could easily be converted into fixed-prices. The official explained that all bidders were informed of the acceptance of the non-compliance in this regard and that no objections were received, that the BEC felt that it was fair and that none of the bidders were prejudiced by the acceptance.

The non-compliance in each case, was clarified at the meeting.

RESOLVED that:

- (a) in accordance with clause 325 of the CCT's SCM Policy the minor breach by the Bid Specification Committee acting in terms of delegated powers or duties which is of a purely technical nature in relation to the conflicting Pricing Instructions, be ratified.
- (b) in accordance with clause 325 of the CCT's SCM Policy the minor breach by the by the Bid Evaluation Committee acting in terms of delegated powers or duties which is of a purely technical nature in relation to Functionality, be ratified.
- (c) in accordance with clause 325 of the CCT's SCM Policy the minor breach by the by the Bid Evaluation Committee acting in terms of delegated powers or duties which is of a purely technical nature in relation to the Evaluation Methodology, be ratified.

FURTHER RESOLVED that:

- (d) for the reason set out in the report the tender offer submitted by

Tender no. 343C/2016/17 for the appointment of a Main Banker and other financial services for the City of Cape Town, be accepted from 01 April 2018 until 31 March 2023 for Sections 1 and 3, and from 01 July 2018 until 31 March 2023 for Section 2: Lead Arranger and Debt Sponsor, subject to the conclusion of a Section 33 (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, as follows:

SECTION 1: TRANSACTIONAL BANKING			
ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.	CHEQUE ACCOUNT SERVICE FEES		
	• Fixed fee per debit item	Per Item	R1.45
1.1	Handling Fee		
	• Cash Deposits	% per Rand Value	0.017%
	• Electronic Reference Validation	Per Item	Free
	• Depositing of post-dated cheques	Per item	R83.33
	• Bank serv debit/Debit order	Per item	Internal R5.26 External R14.04
	• Cash withdrawal: counter	% per Rand Value	0.017% Plus R1.45 per transaction and a minimal fee of R24.56
	• Stop order	Per Item	R14.04
	• Bank Guaranteed Cheque	Per item	0.03% And a minimum fee of R74.96
	• RD fee	Per Item	R83.33
	• Special clearance	Per Item	R92.98
	• Stop payment (conducted at/by any Branch)	Per item	R43.86
	• Transfer to accounts of Main Banker	Per Item	R0.55
	• Transfer to accounts of other banks	Per Item	R0.55
	• Bankers Report	Per Item	R52.63

• Consolidated Payments (per payment)	Per item	R0.55
• Certificate of Balance	Per item	R371.93
• Correcting an error on Deposits	Per item	R11.40

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.2	Bank statements: : PDF format/Electronic format	Per item	R0.026
1.3	Bulk filing		
	• Image enquiry	Per item	Free
	• Imaging of deposit slips and unpaid cheques on request	Per request	Free
	• Tracing of unidentified deposits per bank	Per item	Free
1.4	Stationery Deposit Pads • Pre-printed carbonised deposit books (50 page in triplicate) with 12 digit DI and MICR Code	Per pad	R139.47
1.5	Interest Rates		
	On credit balances		
	• Interest payable on daily current account credit balances.	Prime linked %	Prime less 3.7%
	Overdrawn Balance		
	• Interest payable on daily current account debit balances	Prime linked %	Prime less 2.25%
	Monthly Interest calculation statement	Per statement	Free

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.6	Other Services		
	• Guarantees (Fully Cash Backed): Issuance Cost	% on issuance	Free
	: 3 monthly cost thereafter	% 3 monthly thereafter	Free
	• Guarantees (Not Cash Backed): Issuance Cost	% on issuance	Free
	: 3 monthly cost thereafter	% 3 monthly thereafter	Free
	• Letter of Credit (Fully Cash Backed): Issuance Cost	% on issuance	Sight: 0.16% Usance: 0.46%
	: 3 monthly cost thereafter	% 3 monthly thereafter	Sight: 0.16% Usance: 0.46%
	• Letter of Credit (Not Cash Backed): Issuance Cost	% on issuance	Sight: 0.16% Usance: 0.46%
	: 3 monthly cost	% 3 monthly	Sight: 0.16%

	thereafter	thereafter	Usance: 0.46%
	• Customer Credit Reference	Per item	R52.63
	• Travel Card Facility	Annual Fee	Free

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.7	Bond Issuance Costs		
	• Settlement Agent	Per transaction	R24.00
	• Calculating Agent		Free
	• Transfer Agent		Free
	• Paying Agent		R24.00
1.8	Strate Debt Instruments Solution (Costs Included in this section will not be included in the evaluation)		
	• Settling Bank	Per transfer	R24.00
	• Any other costs associated with the settling bank service		
	Account Maintenance Fees	Per bond	R6 000.00
2.	ELECTRONIC BANKING		
2.1	Cash Management System(Desk Top/PC Based)		
	Once-off Fees		
	• Installation	Per site	Free
	• SAP integration software	Per site	Free

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
2.2	Operator Fees	Per operator (monthly)	Free
	• Per operator/System manager/Administrator		
2.3	Account Fees	Per statement	Free
	Own account linked to profile		
	• Statement fees (60 – 180 days)		
2.4	Modular Fees	Once-off	Free
	• Initial Registration Fees		
	• Monthly Fee	Per profile per month	R359.65
2.5	Transaction Fees		

	• Credits (payments against available funds)	Per Item	R0.55
	• Payments exceeding R5 million	Per Item	R20.00
	• Immediate interbank payment transaction fee	Per Item	R20.00
	• Account holder verification	Per Item	Nedbank account holders: R0.55, Non-Nedbank account holders: R1.05
	• Cellphone based cash transfers – cardless withdrawals	Per Item	R0.01

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
2.6	Standard electronic banking notification and reminder charges:		
	• Fax	Per Item	R4.82
	• E-mail	Per Item	R0.70
	• SMS	Per Item	R0.88
3.	PAYMENTS AND COLLECTIONS (Including ACB FEE)		
3.1	Registration / Implementation Fee	Once-off	Free
	Minimum Monthly Fee		
	• EFT	Per month	Free
3.2	EFT Transactions		
	Credits		
	• Same Day Value Credits	Per Item	R0.55
	• One-Day Credits	Per Item	R0.55
	• Charge per transaction exceeding R5 million	Per Item	R20.00
	• Two-Day Credits	Per Item	R0.55
3.3	EFT Transactions		
	Debits		
	• Early Debits	Per Item	R3.60
	• Same Day Value Debits	Per Item	R0.55
	• Two-Day Debits	Per Item	R0.55
	• Charge per transaction exceeding R5 million	Per Item	R0.55

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
3.4	Foreign Payments		
	Foreign currency payment facility	Per contract	R57.01
	Minimum fee (if applicable)	Per item	Free
3.5	Penalties		
	• Unpays	Per item	R1.62
	• Re-Directs	Per item	Free
3.6	Recalls		
	• Recall fees per recall one day before action date	Per item	Free
	• Recall fees per recall same day	Per item	R0.96
3.7	Automated Aggregate Limit Utilisation on ACB files submitted On every transmission (aggregate limit enquiry - specify)	Per transaction	Free
	• Daily	Per day	Free
	• On Request	Per request	Free
3.8	Additional Charges in respect of Error Processing		
	• If aggregate value limit is exceeded	Per item	Free
	• If data is technically incorrect	Per item	Free
	• If submitted after the agreed cut-off time	Per item	Free

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
3.9	Account Holder Verification		
	• Tenderer's bank validation	Per item	Host R0.55 Real Time R0.65
	• Other bank's validation	Per item	Host R1.05 Real Time R1.30
4.	ELECTRONIC STATEMENT		
4.1	Electronic statement delivery		
	• Initial registration fee	Once-off	Free
	• Fixed monthly fee	Per month	Free
	• Per statement record	Per line item	R0.026
4.2	Add Additional Account • Per additional account added to an existing Electronic Statement Delivery System	Per item	Free
5.	BRANCH DEPOSIT IDENTIFICATION		
5.1	Initial Registration Fee • Once-off	Once-off	Free

5.2	Monthly Fee		
	• Fixed monthly	Per month	Free
5.3	Price Per Deposit		
	• Free format	Per Item	Free
	• CDV	Per Item	Free

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
6.	ELECTRONIC DEPOSIT IDENTIFICATION		
6.1	Initial Registration Fee		
	• Once-off	Once-off	Free
6.2	Monthly Fee		
	• Fixed monthly	Per month	Free
6.3	Price Per Deposit		
	• CDV	Per Item	Free
7.	MAINTENANCE, SUPPORT AND TRAINING FEES		
7.1	Maintenance and Support		
	• Per hour or part thereof, including travel time.	Per hour	R394.74
7.2	Training		
	• Per hour or part thereof, including travel time.	Per hour	R394.74
7.3	Help Desk Enquiries		
	• Transaction tracing (client support)	Per request	Free
	• Password reset at helpdesk	Per request	R188.60
	• Self-assisted password reset	Per reset	Free
	• Re-issue of invoices	Per item	Free
8.	TRAFFIC FINE PAYMENTS		
	• Initial registration	Once-off	Free
	• Monthly service fee	Per month	Free
	• Receipt of traffic fines	Per transaction	R6.00

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
9.	IMPLEMENTATION COSTS		
	Any additional computer hardware or software (and its cost to Council, if applicable) that Council must acquire in order for the proposed banking systems to interface with SAP R/3 and/or to operate at the required level of efficiency.	Rand Value	Free
	Monthly operating costs	Per month	Free
10.	DEBIT/CREDIT CARD MERCHANT		
	Point-of-sale Terminal Rental		
	NFC-enabled – fixed and mobile	Per terminal per month	Fixed R265 Mobile R365
	Commission – Point of Sale Platform		
	- Per debit card transaction - Tenderer's own card	% of transaction value	0.53%
	- Other bank's card	% of transaction value	0.53%
	- Per credit card transaction - Tenderer's own card	% of transaction value	1.57%
	- Other bank's card	% of transaction value	1.57%
	Service fee/Call out fee	Per hour	Free

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
	All other applicable costs to facilitate acquiring services must be included in the above (please supply full details) Installation fees Nedbank internet connect (IP Connection for desktop device)		Free Free
11.	All other costs applicable to the services of transactional banking not included in the sections above, which relate to optional enhancements or additional services that could benefit the City in future (please supply full details – this will not be included in the evaluation)		Card: iSelf device - Kiosk device R20,777 IPP 350 - Integrated pinpad R180 Pocketpos (Mpos) R53 3G modem for desktop devices R129 Dual sim on mobile devices R99 Foreign card 1,92% American express transactions 2,10%

SECTION 2: LEAD ARRANGER AND DEBT SPONSOR			
ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT)
2.1	Lead Arranger		
	- Debt Capital Markets Advisory - Transaction Execution and Project Management - Procurement of other services - Legal compliance/Due diligence - Documentation - Marketing - Bond Issue (Placement)	All-in basis point charge on the nominal value of the relevant tranche	1 basis point
	- Other fees and expenses (not included in the above): A. Legal Fees: Arrangers/Dealers Counsel	Rand Value	R110 000.00
	B. Printing and Stationery	Rand Value	R3 000.00
	C. Any other fees and expenses (detail): Road show expenses (Include transport, flights, and accommodation)	Rand Value	R30 000.00
2.2	Debt Sponsor		
	To act as JSE debt sponsor	Per annum	R50 000.00
	To assist in the preparation of an Annual Disclosure Statement in terms of regulation 14 of the Municipal Regulations on Debt Disclosure.	Per annum	R25 000.00

SECTION 3: CUSTODIAN			
ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT)
Custodian			
1.	Service Fee Monthly Fee	% of Securities held	0.025 basis points per annum on the value of assets under custody
2.	Cash Transfer Costs	Per Transaction	R24.00
3.	Other Transaction Costs	Per Transaction	R24.00
4.	All other applicable costs (please supply full details) Account Maintenance		R175.00 per account per month

- (e) the non-compliance by
 and with the City's
 tender conditions in relation to the Pricing Instructions of
 the tender document, be accepted as it is not material or
 substantial.
- (f) Items Commission: e-Commerce Platform which falls
 within Section 1, not be awarded.

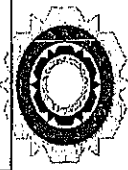
ACTION:

This resolution complies with the Supply Chain Management Policy as approved by Council
 on 29 March 2017.

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**ACTING CHAIRPERSON: SUPPLY CHAIN MANAGEMENT
 BID ADJUDICATION COMMITTEE**

DATE: 11/09/17

REPORT TO SUPPLY CHAIN MANAGEMENT BID ADJUDICATION COMMITTEE AWARD OF TENDER		COT Original submitted to BAE support Services 5/10/2017  CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 678	Approved by: Branch Manager 19 June 2017	Version: 1	Page 1 of 93

TENDER NUMBER : 343C/2016/17

TENDER DESCRIPTION: APPOINTMENT OF A MAIN BANKER AND OTHER FINANCIAL SERVICES FOR THE CITY OF CAPE TOWN

1. EXECUTIVE SUMMARY

This report recommends the appointment of a Main Banker for the City's transactional banking, a Lead Arranger and Debt Sponsor for the City's Municipal Bonds as well as a Custodian of the securities purchased and settled by the City's approved fund managers. The existing five year transactional banking contract with [redacted] and the Custodian contract with [redacted] will expire on 31 March 2018. The Lead Arranger contract with Rand Merchant Bank as well as the Debt Sponsor contract with [redacted] expire on 30 June 2018. The process for procuring a contract for transactional banking and other financial services commenced on 22 February 2017 with the appointment of the Bid Specification Committee, this being in accordance with section 64 of the City's Supply Chain Management Policy which requires the process for securing banking services to commence at least nine (9) months before the end of the existing contract.

Potential tenderers were invited to submit their tenders for the provision of the services on 5 May 2017. The closing date for the submission of tenders was 7 July 2017, this being for a period of sixty (60) days as a requirement in terms of section 65 of the Supply Chain Management Policy of the City.

The responsive bids were evaluated by the Bid Evaluation Committee and the highest ranking bidders for each section are now recommended for acceptance.

As this tender has a financial implication of more than 3 years, a section 33 process has been conducted and the report will be submitted to Council for approval in December 2017.

Estimated value of the resultant contract as per BIF R262 000 000 (Inclusive of VAT).

Estimated value of the resultant contract at the date of advertising R262 000 000 (Inclusive of VAT).

2. RECOMMENDATION

It is recommended that, for reasons set out in this report:

2.1 The tender, tender no. 343C/2016/17 for the Appointment of a Main Banker and Other Financial Services for the City of Cape Town **BE AWARDED** to _____ at the rates as set out below excl Vat, as follows:

SECTION 1: TRANSACTIONAL BANKING

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.	CHEQUE ACCOUNT SERVICE FEES		
	• Fixed fee per debit item	Per item	R1.45
1.1	Handling Fee	% per Rand Value	0.017%
	• Cash Deposits		
	• Electronic Reference Validation	Per item	Free
	• Depositing of post-dated cheques	Per item	R83.33
	• Bank serv debit/Debit order	Per item	Internal R5.26 External R14.04
	• Cash withdrawal: counter		0.017%
		% per Rand Value	Plus R1.45 per transaction and a minimal fee of R24.56
	• Stop order	Per item	R14.04
	• Bank Guaranteed Cheque		0.03%
		Per item	And a minimum fee of R74.96
	• RD fee	Per item	R83.33
	• Special clearance	Per item	R92.98
	• Stop payment (conducted at/by any Branch)	Per item	R43.86
	• Transfer to accounts of Main Banker	Per item	R0.55
	• Transfer to accounts of other banks	Per item	R0.55
	• Bankers Report	Per item	R52.63
	• Consolidated Payments (per payment)	Per item	R0.55
	• Certificate of Balance	Per item	R371.93
	• Correcting an error on Deposits	Per item	R11.40

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.2	Bank statements: : PDF format/Electronic format	Per item	R0.026
1.3	Bulk filing		
	• Image enquiry	Per item	Free
	• Imaging of deposit slips and unpaid cheques on request	Per request	Free
	• Tracing of unidentified deposits per bank	Per item	Free
1.4	Stationery Deposit Pads • Pre-printed carbonised deposit books (50 page in triplicate) with 12 digit DI and MICR Code	Per pad	R139.47
1.5	Interest Rates		
	On credit balances		
	• Interest payable on daily current account credit balances.	Prime linked %	Prime less 3.7%
	Overdrawn Balance		
	• Interest payable on daily current account debit balances	Prime linked %	Prime less 2.25%
	Monthly interest calculation statement	Per statement	Free

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.6	Other Services		
	• Guarantees (Fully Cash Backed): Issuance Cost	% on issuance	Free
	: 3 monthly cost thereafter	% 3 monthly thereafter	Free
	• Guarantees (Not Cash Backed): Issuance Cost	% on issuance	Free
	: 3 monthly cost thereafter	% 3 monthly thereafter	Free
	• Letter of Credit (Fully Cash Backed): Issuance Cost	% on issuance	Sight: 0.16% Usance: 0.46%
	: 3 monthly cost thereafter	% 3 monthly thereafter	Sight: 0.16% Usance: 0.46%
	• Letter of Credit (Not Cash Backed): Issuance Cost	% on issuance	Sight: 0.16% Usance: 0.46%
	: 3 monthly cost thereafter	% 3 monthly thereafter	Sight: 0.16% Usance: 0.46%
	• Customer Credit Reference	Per item	R52.63
	• Travel Card Facility	Annual Fee	Free

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
1.7	Bond Issuance Costs		
	• Settlement Agent	Per transaction	R24.00
	• Calculating Agent		Free
	• Transfer Agent		Free
	• Paying Agent		R24.00
1.8	State Debt Instruments Solution (Costs included in this section will not be included in the evaluation)		
	• Settling Bank	Per transfer	R24.00
	• Any other costs associated with the settling bank service	Per bond	R6 000.00
	Account Maintenance Fees		
2.	ELECTRONIC BANKING		
2.1	Cash Management System(Desk Top/PC Based)		
	Once-off Fees		
	• Installation	Per site	Free
	• SAP integration software	Per site	Free

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
2.2	Operator Fees Per operator/System manager/Administrator	Per operator (monthly)	Free
2.3	Account Fees		
	Own account linked to profile		
	Statement fees (60 – 180 days)	Per statement	Free
2.	Modular Fees		
	Initial Registration Fees	Once-off	Free
	Monthly Fee	Per profile per month	R359.65
2.5	Transaction Fees		
	Credits (payments against available funds)	Per item	R0.55
	Payments exceeding R5 million	Per item	R20.00
	Immediate interbank payment transaction fee	Per item	R20.00
	Account holder verification	Per item	account holders: R0.55, account holders: R1.05
	Cellphone based cash transfers – cardless withdrawals	Per item	R0.01

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
2.6	Standard electronic banking notification and reminder charges:		
	• Fax	Per item	R4.82
	• E-mail	Per item	R0.70
	• SMS	Per item	R0.88
3.	PAYMENTS AND COLLECTIONS (Including ACB FEE)		
3.1	Registration / Implementation Fee	Once-off	Free
	Minimum Monthly Fee		
	• EFT	Per month	Free
3.2	EFT Transactions		
	Credits		
	• Same Day Value Credits	Per item	R0.55
	• One-Day Credits	Per item	R0.55
	• Charge per transaction exceeding R5 million	Per item	R20.00
	• Two-Day Credits	Per item	R0.55
3.3	EFT Transactions		
	Debits		
	• Early Debits	Per item	R3.60
	• Same Day Value Debits	Per item	R0.55
	• Two-Day Debits	Per item	R0.55
	• Charge per transaction exceeding R5 million	Per item	R0.55

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
3.4	Foreign Payments		
	Foreign currency payment facility	Per contract	R57.01
	Minimum fee (if applicable)	Per item	Free
3.5	Penalties		
	• Unpalds	Per item	R1.62
	• Re-Directs	Per item	Free
3.6	Recalls		
	• Recall fees per recall one day before action date	Per item	Free
	• Recall fees per recall same day	Per item	R0.96
3.7	Automated Aggregate Limit Utilisation on ACB files submitted On every transmission (aggregate limit enquiry - specify)	Per transaction	Free
	• Daily	Per day	Free
	• On Request	Per request	Free
3.8	Additional Charges in respect of Error Processing		
	• If aggregate value limit is exceeded	Per item	Free
	• If data is technically incorrect	Per item	Free
	• If submitted after the agreed cut-off time	Per item	Free

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
3.9	Account Holder Verification		
	• Tenderer's bank validation	Per item	Host R0.55 Real Time R0.65
	• Other bank's validation	Per item	Host R1.05 Real Time R1.30
4.	ELECTRONIC STATEMENT		
4.1	Electronic statement delivery		
	• Initial registration fee	Once-off	Free
	• Fixed monthly fee	Per month	Free
	• Per statement record	Per line item	R0.026
4.2	Add Additional Account		
	• Per additional account added to an existing Electronic Statement Delivery System	Per item	Free
5.	BRANCH DEPOSIT IDENTIFICATION		
5.1	Initial Registration Fee		
	• Once-off	Once-off	Free
5.2	Monthly Fee		
	• Fixed monthly	Per month	Free
5.3	Price Per Deposit		
	• Free format	Per item	Free
	• CDV	Per item	Free

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
6.	ELECTRONIC DEPOSIT IDENTIFICATION		
6.1	Initial Registration Fee		
	• Once-off	Once-off	Free
6.2	Monthly Fee		
	• Fixed monthly	Per month	Free
6.3	Price Per Deposit		
	• CDV	Per item	Free
7.	MAINTENANCE, SUPPORT AND TRAINING FEES		
7.1	Maintenance and Support		
	• Per hour or part thereof, including travel time.	Per hour	R394.74
7.2	Training		
	• Per hour or part thereof, including travel time.	Per hour	R394.74
7.3	Help Desk Enquiries		
	• Transaction tracing (client support)	Per request	Free
	• Password reset at helpdesk	Per request	R188.60
	• Self-assisted password reset	Per reset	Free
	• Re-issue of invoices	Per item	Free
8.	TRAFFIC FINE PAYMENTS		
	• Initial registration	Once-off	Free
	• Monthly service fee	Per month	Free
	• Receipt of traffic fines	Per transaction	R6.00

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
9.	IMPLEMENTATION COSTS		
	Any additional computer hardware or software (and its cost to Council, if applicable) that Council must acquire in order for the proposed banking systems to interface with SAP R/3 and/or to operate at the required level of efficiency.	Rand Value	Free
	Monthly operating costs	Per month	Free
10.	DEBIT/CREDIT CARD MERCHANT		
	Point-of-sale Terminal Rental		
	NFC-enabled – fixed and mobile	Per terminal per month	Fixed R265 Mobile R365
	Commission – Point of Sale Platform		
	- Per debit card transaction - Tenderer's own card	% of transaction value	0.53%
	- Other bank's card	% of transaction value	0.53%
	- Per credit card transaction - Tenderer's own card	% of transaction value	1.57%
	- Other bank's card	% of transaction value	1.57%
	Service fee/Call out fee	Per hour	Free

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT) R/%
	All other applicable costs to facilitate acquiring services must be included in the above (please supply full details) Installation fees Internet connect (IP Connection for desktop device)		Free Free
11.	All other costs applicable to the services of transactional banking not included in the sections above, which relate to optional enhancements or additional services that could benefit the City in future (please supply full details – this will not be included in the evaluation)		Card: iSelf device - Kiosk device R20,777 IPP 350 - Integrated pinpad R180 Pocketpos (Mpos) R53 3G modem for desktop devices R129 Dual sim on mobile devices R99 Foreign card 1,92% American express transactions 2,10%

SECTION 2: LEAD ARRANGER AND DEBT SPONSOR

ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT)
2.1	Lead Arranger		
	- Debt Capital Markets Advisory - Transaction Execution and Project Management - Procurement of other services - Legal compliance/Due diligence - Documentation - Marketing - Bond issue (Placement)	All-in basis point charge on the nominal value of the relevant tranche	1 basis point
	Other fees and expenses (not included in the above):	Rand Value	R110 000.00
	A. Legal Fees: Arrangers/Dealers Counsel		
	B. Printing and Stationery	Rand Value	R3 000.00
	C. Any other fees and expenses (detail): Road show expenses (include transport, flights, and accommodation)	Rand Value	R30 000.00
2.2	Debt Sponsor		
	To act as JSE debt sponsor	Per annum	R50 000.00
	To assist in the preparation of an Annual Disclosure Statement in terms of regulation 14 of the Municipal Regulations on Debt Disclosure.	Per annum	R25 000.00

SECTION 3: CUSTODIAN			
ITEM	DESCRIPTION	BASIS OF CHARGE	PRICE PER UNIT (Excl. VAT)
Custodian			
1.	Service Fee Monthly Fee	% of Securities held	0.025 basis points per annum on the value of assets under custody
2.	Cash Transfer Costs	Per Transaction	R24.00
3.	Other Transaction Costs	Per Transaction	R24.00
4.	All other applicable costs (please supply full details)		
	Account Maintenance		R175.00 per account per month

2.2 The contract period for Sections 1 and 3 will commence on 1 April 2018 and terminate on 31 March 2023.

2.3 The contract period for Section 2: Lead Arranger and Debt Sponsor will commence on 1 July 2018 and terminate on 31 March 2023.

2.4 The above recommendations for Clauses 2.1 to 2.3 are subject to the requirements of Section 33 approval.

2.5 The non-compliance by

and with the City's tender conditions in relation to the Pricing Instructions of the tender document, which is not material or substantial **BE ACCEPTED**. Refer to clause 4.7.1 of the report.

2.6 The minor breach by the Bid Specification Committee acting in terms of delegated powers or duties which is of a purely technical nature in relation to the conflicting Pricing Instructions **BE RATIFIED**. Refer to clause 4.7.2 of the report.

2.7 The minor breach by the Bid Evaluation Committee acting in terms of delegated powers or duties which is of a purely technical nature in relation to Functionality **BE RATIFIED**. Refer to clause 4.5 of the report.

2.8 The minor breach by the Bid Evaluation Committee acting in terms of delegated powers or duties which is of a purely technical nature in relation to the Evaluation Methodology **BE RATIFIED**. Refer to clause 4.7.1 of the report.

2.9 Items Commission: e-Commerce Platform which falls within Section 1 will **NOT BE AWARDED**.
Refer to clause 4.7.4 of the report.

3. TENDERS RECEIVED

Public tenders in accordance with the principles of the City's Supply Chain Management Policy 2017 (Item C22/03/17), were invited. In terms of the tender, preference points are awarded according to the tenderer's Broad-Based Black Economic Empowerment (B-BBEE) status level of contributor. A 90/10 price/ preference points system was prescribed in the tender document, as advertised. The offers received are set out below.

COMPULSORY TENDER INFORMATION TABLE:

RESPONSIVE TENDERS

RESPONSIVE TENDERS							
Tenderer	Tender sum as tendered (Including contingencies and VAT) R	Supplier Registration		B-BBEE Level of Contribution as at closing date of tender		Tax Compliance	Remarks
		City Supplier Database Registration number	CSD Registration number	Indicated by tenderer	Verified by SCM		
				2	2		Recommended
				2	2		
				2	2		
				2	2		
				2	2		
				2	2		
				8	8		

NON – RESPONSIVE TENDERS		
Tenderer	Tender sum as tendered (including contingencies and VAT) R	Reasons
	Rates based	Non-responsive for Section 3 in terms of clause 6.3.7.2 (b) of the tender which states that a material deviation is one which, in the City of Cape Town's opinion, would significantly change the City of Cape Town's risks and responsibilities under the contract. Refer to clause 4.7.3.

HIGHEST RANKED RESPONSIVE TENDERS THAT WERE NOT RECOMMENDED FOR AWARD ITO SECTION 2(1)(f) OF THE PPPF Act		
Tenderer	Tender sum as tendered (including contingencies and VAT) R	Reasons
None		

3.1 Tender Information

3.1.1	Tender advertised	: 5 May 2017
3.1.2	Tender closing date	: 7 July 2017
3.1.3	Original tender validity expiry date	: 7 November 2017
3.1.4	Extended tender validity expiry date	: Not applicable (original validity period has not expired)
3.1.5	Total No. of tenders received (incl. late tenders)	: 6
3.1.6	No of late tenders received and not evaluated	: 0
3.1.7	No. of responsive tenders	: 6
3.1.8	No. of non-responsive/invalid tenders	: 1 for 1 section only
3.1.9	Has the evaluation of this tender exceeded 12 weeks?	: No

3.2 Overview of Recommended Tenderers

- 3.2.1 Recommended tenderer
- 3.2.2 Tender sum (excl. VAT)
- 3.2.3 Compliance with specification(s)

: Rates based
: The tenderer meets all the requirements of the specification and there are no deviations or qualifications.

3.2.4 Market related financial offer

: Based on the offers received, the BEC has considered that the tenderer's offer is competitive, cost effective and market related in terms of the City's profile.

3.2.5 Ability to complete the contract:

Is currently the
Transactional Banker for the
following metros:
- Ekurhuleni Metropolitan
Municipality, and
- eThekweni Metropolitan
Municipality

The tenderer also indicated that they can provide all the minimum requirements as stipulated in the Technical Compatibility in the tender document.

The tenderer has further indicated that the JV partnership is only applicable to Section 2 of the tender.

3.2.6 Contracts exceeding R10m:

: Yes The tenderer is a company and is required by the SCM Regulations to submit documentation relating to contracts exceeding R10m. All returnables in this regard have been provided.

3.2.7 Current contracts awarded with the City?

: No

3.2.8 Due diligence audit(s) performed
External (R10 million or more):

Yes. The external due diligence audit was in terms of their creditworthiness and financial ability to perform. The audit revealed no reason for the City not to award the contract to Nedbank Limited.

3.2.9 Advisor or Consultant with the City

: No

3.2.10 Persons in the service of the State tenderer has declared that four directors of I and / or State entities as follows:

: No, however, the recommended
ld certain positions at certain State departments

- In the capacity of non-executive director and member of the investment council at Industrial Development Corporation (IDC) and the Sol Plaatje University respectively;
- in the capacity of trustee at Brand South Africa Trust;
- in the capacity of non-executive director at Industrial Development Corporation (IDC); and
- in the capacity of board member at the Council for Scientific and Industrial Research (CSIR).

3.2.11 Compliance checklist completed

: Yes.

3.2.13 A written agreement as required by the MFMA will be signed and submitted to SCM for safekeeping

: Yes

3.2.14 Municipal arrears

: None

4. DISCUSSION ON EVALUATION PROCESS

Introduction

The existing Main Bank contract, in respect of Section 1: Transactional Banking expires on 31 March 2018. Other financial services included in this tender are the Lead Arranger and Debt Sponsor which expire on 30 June 2018 and Custodian Services which also expires on 31 March 2018.

The process for procuring a contract for transactional banking and other services commenced on 22 February 2017 with the appointment of the Bid Specification Committee, this being in accordance with section 64 of the City's Supply Chain Management Policy which requires the process for securing banking services to commence at least nine (9) months before the end of the existing contract.

As this tender has a financial implication of more than 3 years, a section 33 process has been conducted and the report will be submitted to Council for approval in December 2017.

4.1 Evaluation of Tender Adjudication Points

Tenders have been evaluated in accordance with a financial offer/ preference points scoring system. The evaluation of tender adjudication points in respect of preferential procurement and the resultant ranking, is tabulated in Annexure A attached.

4.2 Local Content

Not Applicable

4.3 Pre – qualification criteria for preferential procurement

Not Applicable

4.4 Subcontracting as a condition of tender

Not applicable

4.5 Functionality

Functionality was only applicable to Section 2: Lead Arranger and Debt Sponsor of the tender.

The section was initially evaluated in terms of functionality, as follows:

CATEGORY	EVALUATION CRITERIA	POINTS
LEAD ARRANGER		
a)	Experience in arranging bond issues in South Africa for the following categories:	
	• Corporates	1
	• National Government	2
	• Parastatals and SOE's	2
	• Local Government	5
CATEGORY	EVALUATION CRITERIA	POINTS
b)	Experience of establishing DMTN programmes for the following categories	
	• Corporates	1
	• National Government	2
	• Parastatals and SOE's	2
	• Local Government	5
DEBT SPONSOR		
a)	Previous relevant experience for the following categories:	
	Corporates	1
	National Government	2
	Parastatals and SOE's	2
	Local Government	5
	TOTAL FOR FUNCTIONALITY	30

A discussion was held after the first Scoring session had taken place; at the first Bid Evaluation Committee meeting regarding the fairness of basing the scoring for the functionality of this section on experience within different industry sectors.

The committee considered and debated whether there is a difference in the performance of the roles of Lead Arranger and Debt Sponsor across the different sectors and whether this was unreasonably biased towards the role within the local government context.

The Bid Evaluation Committee agreed that a specialist in the field be consulted in order to verify whether its understanding of these roles was correct. This was subsequently confirmed by an external expert. The committee thereafter agreed that the functionality scoring be changed to reflect that experience in any of the functions of Lead Arranger and Debt Sponsor, as stipulated in the tender document, would be allocated the full score, irrespective of the sector in which this was performed. This was done as per the following table:

CATEGORY	EVALUATION CRITERIA		POINTS
LEAD ARRANGER			
a)	Experience in arranging bond issues in South Africa for the following categories:		
	• Corporates	10	
	• National Government		
	• Parastatals and SOE's		
	• Local Government		
b)	Experience of establishing DMTN programmes for the following categories		
	• Corporates	10	
	• National Government		
	• Parastatals and SOE's		
	• Local Government		
DEBT SPONSOR			
a)	Previous relevant experience for the following categories:		
	Corporates	10	
	National Government		
	Parastatals and SOE's		
	Local Government		
TOTAL FOR FUNCTIONALITY			30

All tenderers were notified of the change relating to Functionality; and were allowed an opportunity to object. All tenderers responded by confirming that they do not have any objections and the scoring members re-scored in terms of the revised Functionality Criteria. The minimum score to be achieved was 21 out of 30.

The quality (functionality) criteria specified in Annexure D attached.

4.6 "Baskets"/Typical projects/evaluation of price

The financial offer was evaluated based on the sum of the tenders in relation to estimated quantities.

Refer to Annexure A1 attached.

4.7 Other relevant aspects of evaluation

4.7.1 Pricing Instructions Non-compliance/ Evaluation Methodology

While it was the intention to have all pricing in the format as per the tender document, some bidders did not provide all their pricing in the format prescribed due to the bidders having different pricing structures. This was clarified with all tenderers and the tenderer's responded thereto accordingly.

Before any conversion process was agreed to by the Bid Evaluation Committee, the committee considered the following:

- 1) Would the alternative pricing structure result in a material deviation in the evaluation process?
- 2) Would a conversion of prices provided by the bidder provide information which is equally comparable between all bidders

In the event of a bidder offering multiple prices, the highest alternative was considered for evaluation purposes and this methodology was consistently applied throughout. Where bidders provided no pricing in their tender offer, the bidders were referred to clause 3.6 of the pricing instructions in the tender document, which stated that prices not provided in the tender document would be deemed to be a nil price and would be evaluated as such. In each of these instances, it was communicated to the bidders for confirmation.

It was therefore necessary for the Bid Evaluation Committee to determine the extent of these instances of non-compliance in order to evaluate each bidder and the extent to which each instance was material, individually, as well as collectively. The BEC further considered whether it was able to comparatively evaluate the offers which did not price in accordance with the tender document; and was able to do so as follows:

ITEM NO.	DESCRIPTION	BASIS OF CHARGE	OFFER SUBMITTED BY NEDBANK	TENDERER RESPONSE AFTER CLARITY SOUGHT	BEC CONCLUSION
SECTION 1: TRANSACTIONAL BANKING					
1.1	Bank serv debit/Debit order	Per item	Internal R5,26; External R14,04	Internal Debit orders: This refers to k Debit orders	- Acceptable. - R14.04 will be used for evaluation purposes and will be taken to BAC. - This refers to debit orders against the City's account. - System can accommodate pricing structure - Non-compliance with specifications - Immaterial
				External Debit orders: this refers to 3rd party bank debit orders.	
	Cash withdrawal: counter	% per Rand Value	R0,017 per R100. Add R1,45 per transaction and minimum fee of R24,56	A Flat Fee of R1.45 plus for every R100 withdrawn 0.017c is charged. A minimum of R24.56 applies per transaction. Therefore for R100 000 withdrawn in a single transactions the charge would be $R100\ 000 \times 0.017c + R1.45 = R1701.45$.	- Acceptable. - For evaluation purposes, the percentage plus the flat fee of R1.45 was used. - System can accommodate pricing structure - Non-compliance with specifications - Immaterial
	Bank Guaranteed Cheque	Per item	0,03%/min 74,96 no max	The value of the cheque is required in this instance and that would determine the charge.	- Acceptable. - For evaluation purposes, the total of cheques used for the 2017 year will be used to apply the percentage. - Non-compliance with specifications - Immaterial as the value of the cheques issued per year is minimal
	Transfer to branches of other banks	Per item	on NBB	NBB – k Business (web based platform)	- Acceptable - Compliance with specifications
				Therefore the transfer charge applicable to the EFT being done on NBB would apply which is R.055c per item or per transfer	

1.6	Other services				
	Guarantees (Fully Cash Backed): Issuance Cost	% on issuance		Client risk which is determined by a client risk model dependant on inputs extracted from the clients financial position (Balance sheet) and performance (income statement). Letter of Guarantee value = LG value	- Acceptable k has confirmed they are willing to charge a nil cost for these services - Immaterial
	3 monthly cost thereafter	% 3 monthly thereafter			
	Guarantees (Not Cash Backed): Issuance Cost	% on issuance			
	3 monthly cost thereafter	% 3 monthly thereafter			
	Letter of credit (Fully Cash Backed): Issuance Cost	% on issuance	Sight: 0.16% per 3 months of part thereof of Rand equivalent (Min: R261). No max. (Includes VAT) Usance: 0.46% per 6 months period or part thereof of the Rand equivalent (Min: R398) (Includes VAT)	In terms of the pricing quoted - the percentage price is based on the tenor of the LC. So if an LC is issued where payment needs to be made upon sight – pricing is 0.16% per 3 month period or part thereof (that the LC is in existence) of the Rand equivalent with a Min of R261, no Max. (includes VAT). If an LC is issued where a usance period is indicated (e.g 30,60,90 days from B/L date) upon when payment needs to be made, then the pricing would be as follows: 0.46% per 6 month period or part thereof (that the LC is in existence) Min R398, no max. (includes VAT)	- Acceptable- Two different types of letter of credit- For evaluation purposes, we have used the higher percentage. Both percentages will be submitted to BAC.- This does not disadvantage the other bidders as the higher price was used.- System can accommodate pricing structure- Non-compliance with specifications- Immaterial
	3 monthly cost thereafter	% 3 monthly thereafter			
	Letter of credit (Not Cash Backed): Issuance Cost	% on issuance			
	3 monthly cost thereafter	% 3 monthly thereafter			

1.7	Bond Issuance Costs				
	Settlement Agent	Bps of bonds issued	R24 per transaction	1. A transaction refers to each instance the client buying or selling their securities against a counter party and such is successfully settled into the client's account. Eg City buying 1 money market instrument counts for 1 transaction. 2. Taking we charge a flat fee to our clients we could not provide a % fee that would typically be in relation to the value of the transaction and would vary from transaction to transaction. The flat fee enables our clients to have a fixed projection of costs.	- Acceptable - For evaluation purposes, the number of bondholders over each of the City's four, issued bond times by the number of payments made to each bondholder per year i.e. 2 payments, will be used (R24 x 400 bondholders x 2 payments per year) - System is able to accommodate this price - Non-compliance with specifications
	Paying Agent		R24 per transaction	1. A transaction refers to each instance the client buying or selling their securities against a counter party and such is successfully settled into the client's account. Eg City buying 1 money market instrument counts for 1 transaction. 2. Taking we charge a flat fee to our clients we could not provide a % fee that would typically be in relation to the value of the transaction and would vary from transaction to transaction. The flat fee enables our clients to have a fixed projection of costs.	- Acceptable- For evaluation purposes, the number of bondholders over each of the City's four, issued bond times by the number of payments made to each bondholder per year i.e. 2 payments, will be used (R24 x 400 bondholders x 2 payments per year)- System is able to accommodate this price- Non-compliance with specifications

1.8	Strate Debt Instruments Solutions (Costs Included in this section will not be included in the evaluation)				
	Any other costs associated with the settling bank service		Account Maintenance fees: R500 per account per month	An account is each account that we will be instructed to open for each asset manager appointed, example if the City appoints 2 Asset managers we will open an account for each asset manager, therefore the 2 accounts will each be charged for the account maintenance fee with a total of R1000 per month	- Not included in the evaluation - Acceptable as the accounts relate to the City's asset managers - Compliance with specifications
2.4	Modular Fees				
	Monthly Fee	Per month	R359,65 per profile per month	Profile refers to the Nedbank business internet banking which is the web based banking platform. Monthly fee is dependent on the amount of Nedbank Business profiles required.	- Acceptable - For evaluation purposes, the number of the internet banking profiles was used - Compliance with specifications
2.5	Transaction Fees				
	Cellphone based cash transfers	Per item	R10 per R1000	These transactions are charged based on the Rand amount being transferred. By way of example, should you transfer R1000 to someone, the cost would be R10. The value of these types of transactions, would determine the cost of this service.	- Acceptable - For evaluation purposes, the percentage provided by the bidder will be applied to the maximum amount which can be transferred by cellphone (R3,000) times the number of occurrences (5,200) - System can accommodate tenderer's price - Non-compliance with specifications - Immaterial
3.4	Foreign Payments				
	Foreign currency payment facility	% of transaction amount	Flat fee of R57.01 per contract	Each transaction is charged at R57.01 irrespective of the value of the transaction.	- Acceptable - For evaluation purposes, the number of items indicated in the tender document for the minimum fee for foreign payments i.e 70 items, will be used - System can accommodate tenderer's price - Non-compliance with specifications - Immaterial

8	TRAFFIC FINE PAYMENTS				
	Receipt of traffic fines	Per transaction	Retailer flat fee of R8 + retailer %; digital flat fee of R6 + channel % amount	Depending on whether the fine is being paid at a retailer or digitally the cost structure will be as follows: Retailer: Flat R8 + as detailed in the Traffic Fines schedule enclosed Digital: Flat R6 + as detailed in the Traffic Fines schedule enclosed	- Acceptable - Nedbank has indicated that they will charge a flat fee of R6 per transaction

SECTION 2: LEAD ARRANGER AND DEBT SPONSOR

2.1	Lead Arranger				
	Legal expenses		R80,000 (indicative), R30,000 (per issuance)	R80 000 indicative pricing for updating the programme. Indicative means we have not formally asked a quote from a lawyer but that is our expectation based on previous experiences. R30 000 indicative pricing per each issue. It is our estimation of the indicative price a lawyer will charge to do the documentation for each issue.	- Acceptable - For evaluation purposes, both prices have been included to a total of R110,000 - System can accommodate pricing structure - Non-compliance with specifications - Immaterial

ITEM NO.	DESCRIPTION	BASIS OF CHARGE	OFFER SUBMITTED BY NEDBANK	TENDERER RESPONSE AFTER CLARITY SOUGHT	BEC CONCLUSION
SECTION 1: TRANSACTIONAL BANKING					
Overdrawn Balance					
	Interest payable on daily current account debit balances.	Prime linked %	Prime - 2.25%. 0.2% unutilised facility fee at 75% utilization	The Unutilised Facility Fee (UFF) is charged on the unutilised portion of the entire available limit. In this instance, the fee would be charged to CoCT where the utilisation of the facility is less than 75% of the available limit. The fee is calculated daily and billed on a monthly basis. For example, to calculate a day's UFF: Facility limit = R1,000,000.00 Utilisation = R700,000.00 (which is 70% of the available limit) UFF = R300,000.00 X 0.20% X (1/365)	-Acceptable. - Full utilisation of the facility will be used for evaluation purposes - Compliance with specifications

				This fee is necessitated by Basel III capital requirements which require the bank to hold capital against the unutilised portion of the facility.	
1.8	Strate Debt Instruments Solutions (Costs included in this section will not be included in the evaluation)				
	Settling Bank	Per transfer	R550 per settlement per ISIN	The fee charged relates to whenever Absa facilitates a settlement (i.e coupon) to STRATE. This is on the back of Absa being nominated to being City of Cape Town settlement bank for issued instruments. Note: It has no bearing on amount tendered, rather the no. of settlements required per ISIN.	- Not included in the evaluation - Acceptable

ITEM NO.	DESCRIPTION	BASIS OF CHARGE	OFFER SUBMITTED BY NEDBANK	TENDERER RESPONSE AFTER CLARITY SOUGHT	BEC CONCLUSION
SECTION 1: TRANSACTIONAL BANKING					
1.1	Handling Fee	% per	R0.00 fee per R100 or part thereof plus a base fee per deposit. Base fees: Branch 7,67; bulk R4,39 and ADT R3,29	The RMB pricing is comprised of both a base fee per transaction plus a % per rand value. The % per rand value is R0.00 however a fee per transaction will apply and will be determined based on the channel used. Base fees: Branch R7.67; Bulk R4.39 and ADT R3.29	- Acceptable - For evaluation purposes, the City will use the number of deposits made in the 2017 financial year against which to apply the highest Rand amount provided by the bidder i.e. R7.67 - Non-compliance with specifications - Immaterial
	Cash Deposit	Rand Value			
	Cash withdrawal: counter	% per Rand Value	R0.31	The % per rand value is R0.31. The fee per R100/or part thereof is R0.31. Hence if R100 is deposited, a fee of R0.31 will apply.	- Acceptable - Price provided by bidder will be converted into a percentage - Non-compliance with specifications - Immaterial

1.6	Other services				
	Guarantees (Fully Cash Backed): Issuance Cost	% on issuance	Performance guarantee - 0.04% per quarter, Minimum R592.11	The % issuance is 0.04% per quarter Please note that however that this amount should exceed the Min fee of R592.11, if not a minimum fee of R592.11 will be applicable	- Acceptable - For evaluation purposes, 0.04% will be used - Compliance with specifications
	Guarantees (Not Cash Backed): Issuance Cost	% on issuance	Performance guarantee - 0.01% per quarter, Minimum R592.11	The % issuance is 0.01% per quarter Please note that however that this amount should exceed the Min fee of R592.11, if not a minimum fee of R592.11 will be applicable	- Acceptable - For evaluation purposes, 0.01% will be used - Compliance with specifications
	Letter of credit (Fully Cash Backed): Issuance Cost	% on issuance	0.03% per quarter, Minimum R592.11	The % issuance is 0.03% per quarter Please note that however that this amount should exceed the Min fee of R592.11, if not a minimum fee of R592.11 will be applicable	- Acceptable - For evaluation purposes, 0.03% will be used - Compliance with specifications
	Letter of credit (Not Cash Backed): Issuance Cost	% on issuance	0.05% per quarter, Minimum R592.11	The % issuance is 0.05% per quarter Please note that however that this amount should exceed the Min fee of R592.11, if not a minimum fee of R592.11 will be applicable	- Acceptable - For evaluation purposes, 0.05% will be used - Compliance with specifications
	Travel Card Facility	Annual Fee	Initial Card fee R127.12; Delivery Fee R175.43, Commission 2%; min Fee R70.18	RMB do not charge an annual fee. The fees provided are the other applicable charges for the Travel Card	- Acceptable - For evaluation purposes, the value of travel card facility will be used to apply the commission percentage - Non-compliance with specifications - Immaterial

1.7 Bond Issuance Costs					
	Settlement Agent	Bps of bonds issued	R40 per transaction	Transaction fee : This fee will be charged on a security related transaction leg. A transaction can be any of the following : DVP – Delivery versus Payment (client sells securities to another party against payment) RVP – Receive versus Payment (client purchases securities from another party against payment) DFP – Deliver free of Payment (client deliver securities to another party free of payment) RFP – Receive free of Payment (client receives securities from another party free of payment) Cancellation of any of the above (client cancels the transaction with the other party) The transaction fee levied by Custody does not include any fees levied by Strate (the CSD) in respect of their charges. Strate levies different charges in respect of equities, bond and money market instruments. We can provide a copy of their fee schedules for each instrument type if required. The transaction fee charged by Custody will for example be : 5 transactions at R40 per transactions will equate a R200,00 fee for Custody. The fees payable will be detailed in the invoice which is released at month end.	- Acceptable - For evaluation purposes, the number of bondholders over each of the City's four, issued bond times by the number of payments made to each bondholder per year i.e. 2 payments, will be used (R24 x 400 bondholders x 2 payments per year) - Non-compliance with specifications - Immaterial
	Transfer Agent		R100 000.00	It's a flat fee of R100,000 per annum which will be billed by RMB to City of Cape Town	- Acceptable - Non-compliance with specifications - Immaterial
	Paying Agent		R100 000.00	It's a flat fee of R100,000 per annum which will be billed by RMB to City of Cape Town	- Acceptable - Non-compliance with specifications - Immaterial

2	ELECTRONIC BANKING				
2.1	Cash Management System(Desk Top/PC Based)				
	Once-off Fees				
	SAP integration software	Per site	Priced on request	Our cash management capability is available via our Online Banking Enterprise solution	- Acceptable - A nil cost will be used for evaluation
	Early Debits	Per item	Assumed to refer to Naedo Disputes R1.37, Successful R2.27, Unsuccessful R1.11, Tracking R1.69	The early debit order service pricing, herein referred to as Naedo, is based on the type of transaction i.e. Dispute, Successful, Unsuccessful or Tracking transactions. The pricing provided is the rate per item based on the transaction type	- Acceptable - For evaluation purposes, the highest price provided by the bidder will be used - Non-compliance with specifications - Immaterial

ITEM NO.	DESCRIPTION	BASIS OF CHARGE	OFFER SUBMITTED BY NEDBANK	TENDERER RESPONSE AFTER CLARITY SOUGHT	BEC CONCLUSION
SECTION 1: TRANSACTIONAL BANKING					
	Guarantees (Fully Cash Backed): Issuance Cost	% on issuance	% issuance Lending: 0.207% per quarter. Performance: 0.103% per quarter. Lending: R181 579 per quarter. Performance: R90 351 per quarter.	Lending Guarantee: - 0.207% per quarter Performance Guarantee: - 0.103% per quarter Performance Guarantee – non fulfilment of obligations or non-performance of a contract or service by the Applicant. Lending/Financial Guarantee – non-payment or default of payment by the Applicant. i.e. the trigger for a claim under guarantee determines the type of Guarantee. The underlying capital requirements as per Basel 3 differ between the two.	- Acceptable - For evaluation purposes, 0.207% will be used in order to reflect the worst case scenario - Non-compliance with specifications - Immaterial
	3 monthly cost thereafter	% 3 monthly thereafter	% 3 monthly thereafter Lending: 0.207% per quarter. Performance: 0.103% per quarter. Lending: R181 579 per quarter. Performance: R90 351 per quarter.	Performance Guarantee – non fulfilment of obligations or non-performance of a contract or service by the Applicant. Lending/Financial Guarantee – non-payment or default of payment by the Applicant. i.e. the trigger for a claim under guarantee determines the type of Guarantee. The underlying capital requirements as per Basel 3 differ between the two.	- Acceptable - For evaluation purposes, 0.207% will be used in order to reflect the worst case scenario - Non-compliance with specifications - Immaterial
	Guarantees (Not Cash Backed): Issuance Cost	% on issuance	% issuance Lending: 1.36% per annum. Performance: 0.68% per annum. Lending: R35 789	Lending Guarantee: - 1.360% per annum Performance Guarantee: - 0.680% per annum Performance Guarantee – non fulfilment of obligations or non-performance of a contract or	- Acceptable - For evaluation purposes, 1.36% will be used in order to reflect the worst case scenario - Non-compliance with

			Performance: R17 895 per quarter.	service by the Applicant. Lending/Financial Guarantee – non-payment or default of payment by the Applicant. i.e. the trigger for a claim under guarantee determines the type of Guarantee. The underlying capital requirements as per Basel 3 differ between the two.	specifications - Immaterial
	3 monthly cost thereafter	% 3 monthly thereafter	% 3 monthly thereafter Lending: 1.36% per annum. Performance: 0.68% per annum. Lending: R35 789 Performance: R17 895 per quarter.	Performance Guarantee – non fulfillment of obligations or non-performance of a contract or service by the Applicant. Lending/Financial Guarantee – non-payment or default of payment by the Applicant. i.e. the trigger for a claim under guarantee determines the type of Guarantee. The underlying capital requirements as per Basel 3 differ between the two.	- Acceptable - For evaluation purposes, 1,36% will be used in order to reflect the worst case scenario - Non-compliance with specifications - Immaterial
	Letter of credit (Fully Cash Backed): Issuance Cost	% on issuance	R4 386 per quarter	Sight or Usance: - 0.05% per quarter	- Acceptable - For evaluation purposes, 0,05% will be used in order to reflect the worst case scenario - Non-compliance with specifications - Immaterial
	3 monthly cost thereafter	% 3 monthly thereafter	0.05% advalorem rate charged quarterly on the undrawn balance	Balance remaining on a Letter of Credit after shipments have been effected in a quarter. The ad-valorem is charged on the balance being carried over to the next quarter but within the expiry date of the LC i.e. if LC validity is 1 quarter and balance remains there will be no recovery	- Acceptable - For evaluation purposes, 0,05% will be used in order to reflect the worst case scenario - Non-compliance with specifications - Immaterial
	Letter of credit (Not Cash Backed): Issuance Cost	% on issuance	Sight or Usance: R5 921 per quarter	Sight or Usance establishment fee: - 0.0675% per quarter. Sight – payment will take place on presentation of documentation. Usance – terms have been agreed to and payment will take place at a future determinable date i.e. 30/60/90 days from shipment date	- Acceptable - For evaluation purposes, 0,0675% will be used - Non-compliance with specifications - Immaterial

	3 monthly cost thereafter	% 3 monthly thereafter	0.05% advalorem rate charged quarterly on the undrawn balance	Balance remaining on a Letter of Credit after shipments have been effected in a quarter. The ad valorem is charged on the balance being carried over to the next quarter but within the expiry date of the LC i.e. if validity of LC is only 1 quarter and balance remains there will be no recovery	- Acceptable - For evaluation purposes, 0.05% will be used in order to reflect the worst case scenario - Non-compliance with specifications - Immaterial
1.7	Bond Issuance Costs				
	Calculating Agent	Bps of bonds issued	R50 000 per event	An event in this case will be a coupon payment. Standard Bank will charge R50,000 as a calculation fee for each coupon payment.	- Acceptable - For evaluation purposes, the City has 4 bonds issued each with 2 coupon payments per year. Thus an amount of 8 payment will be applied to the R50,000 - Non-compliance with specifications - Immaterial
	Paying Agent		R50 000 per event	An event in this case will be a coupon payment. Standard Bank shall charge R50,000 when processing the coupon payment.	- Acceptable - For evaluation purposes, the City has 4 bonds issued each with 2 coupon payments per year. Thus an amount of 8 payment will be applied to the R50,000 - Non-compliance with specifications - Immaterial

1.8	Strate Debt Instruments Solutions (Costs included in this section will not be included in the evaluation)				
	Any other costs associated with the settling bank service		Settlement and Transfer Agent 0.5 bps (minimum fee R100,000); Calculating and Paying Agent R80,000 per event; Custody safekeeping fees 0.4bps; Custody transaction fees Waived	1. The fees represent an option for bundled pricing. These are not extra costs. The pricing in this section is bundled, meaning that Standard Bank charges the fee quoted for two roles, e.g. Settlement and Transfer Agent roles bundled together and Calculating and Paying Agent roles together. The pricing under section 1.7, is as per requested by the RFP and represents unbundled pricing, meaning that Standard Bank will charge a fee per role. The four roles being Settlement Agent, Calculating Agent, Transfer Agent and Paying Agent. To summarise, the City can choose either pricing as per 1.7 or the bundled pricing in 1.8. 2. Yes, they are the same fees as requested in Section 3: Custodian. We repeated them in section 1.8 as part of a bundled pricing option	- Not included in evaluation
3.4	Foreign Payments				
	Foreign currency payment facility	% of transaction amount	R219 per transaction. No percentage applicable.	The percentage that would normally apply for outward payment is an advalorem fee as follows: 0.425% Min R120 Max R600 plus a communication fee of R115 Based on the above we proposed the per transaction fee of R219 as this would be more beneficial and cost effective to the City of Cape Town.	- Acceptable - For evaluation purposes, the number of items indicated in the tender document for the minimum fee for foreign payments i.e 70 items, will be used - System can accommodate tenderer's price - Non-compliance with specifications - Immaterial

ITEM NO.	DESCRIPTION	BASIS OF CHARGE	OFFER SUBMITTED BY NEDBANK	TENDERER RESPONSE AFTER CLARITY SOUGHT	BEC CONCLUSION
SECTION 2: LEAD ARRANGER AND DEBT SPONSOR					
1.1	Legal Expenses: Arrangers/ Dealers Counsel		Will depend on negotiations	External legal counsel have indicated estimated fees of R150 000 to R200 000 for the update of the DMTN programme. The exact fee is dependent on the number and extent of changes required. We believe that we have a good working relationship with all legal firms involved in the Debt Capital Markets and will be able to negotiate a cap on the fee within the range mentioned above. Note that this fee is directly payable to the legal counsel appointed.	- Acceptable - For evaluation purposes, R200,000 will be used as the worst case scenario - Non-compliance with specifications - Immaterial

This was achieved by obtaining information against which to apply the alternative pricing structures. This information was readily available from the same source in order to calculate a comparable price.

In all cases where alternative pricing structures were tendered, the assumptions applied by the Bid Evaluation Committee in making the information comparable was communicated to the bidders and an opportunity provided for them to object. Where further clarifications were received, the Bid Evaluation Committee considered whether the clarifications would result in a material deviation in the evaluation process and whether the process to convert these alternative prices could be considered to be prejudicial to any of the other bidder.

The changes in the pricing structure would not result in any changes to the services being offered but would simply change the manner in which they may be charged.

Whilst not all line items in the pricing schedule were tendered in accordance with the pricing instructions, it was the unanimous consensus of the Bid Evaluation Committee that these charges were not material enough to render any of the tenderers non-responsive and did not provide any tenderer an advantage or disadvantage in terms of overall pricing, nor did it effect the overall ranking thereof. It must be noted that the Supply Chain Management adviser to the BEC cautioned the BEC with regard to their methodology and advised that there was a risk of a successful appeal being lodged. The concern was that the recommended tenderers did not comply with the pricing instructions resulting in change their status from non-responsive to

responsive. The BEC considered the advice of the Supply Chain Management adviser in terms of the risk of appeal, but was of the opinion that no tenderer was prejudiced through the use of alternative methodologies, tenderers did not object to the conversion and that their conversion resulted in comparable prices for evaluation purposes. They concluded that their use of alternative methodologies was not material and were therefore comfortable with proceeding in this manner.

The Evaluation Price as tabled in Annexure A below in respect of Section 1: Transactional Banking includes the interest receivable (part of transactional banking) calculated on an average of R100 million in the City's current account at all times. This income calculated on R100 million at the present Prime rate of 10.25% results in savings per the following table:

Evaluation Price for Section 1 (Excl. VAT)	R12 785 743,51	R14 282 404,18	R 16 975 060,00	R25 066 471,50
Includes Interest to be received	R6 550 000,00	R5 850 000,00	R 6 500 000,00	R3 750 000,00

This income will be placed to Profit Centre 15020003 using GL 834100.

One further aspect of the tender response that was problematic to the Bid Evaluation Committee was that two tenderers submitted "package deals" i.e. the awarding of one section was subject to the awarding of another section. In each of these cases, the BEC had to evaluate the non-compliance by considering each bidder's tender offer separately, per section, based on pricing, as well as considering the impact of these conditions on their offer.

(Included a condition in Section 1 which indicated that their performance of the roles of Calculation and Transfer Agent (functions included in Section 1) would be contingent on their appointment as Lead Arranger in terms of Section 2.) indicated that they felt it was best practice that these roles are performed in conjunction with the Lead Arranger role. Whilst the Bid Evaluation Committee felt that this condition should not affect the City's awarding either Section 1 or Section 2 in any way, it was felt that this was a risk that chose to take on itself should it not be awarded both Sections, in which case they would render themselves non-responsive. The Bid Evaluation Committee considered the non-compliance with the pricing instructions through the inclusion of this condition to be immaterial due to the fact that was responsive for Section 2 and thus would have been awarded Section 2 based on their ranking.

In the case of the second bidder, pricing for Section 3 was included in an all-inclusive charge under Section 1. Where they would have been successful for Section 1, all costs for Section 3 would have been waived. However, as they were not

successful for Section 1, their non-compliance became material to the Bid Evaluation Committee for Section 3 as they were not willing to provide the function of Custodian separately to that of the Transactional Banker function.

4.7.2 Conflicting Pricing Instructions

A conflict in the tender document was identified during the evaluation of the offers received with regard to the pricing instructions. The tender document requested fixed prices for the period of the contract but also included clauses which allowed price escalations. This was communicated to the various bidders in order to allow them the opportunity to confirm whether their offers were fixed for the period of the contract or subject to annual escalations, although escalations were not taken into account in the evaluation process. This conflict did not impact on the final assessment by the BEC and no tenderer was prejudiced in this regard.

I was the only tenderer who confirmed that its offer was firm for the duration of the contract. The rest of the tenderers were requested to confirm whether their offers were firm or subject to contract price adjustment. The tenderers responded as follows:

- : Offer is firm for the duration of the contract, except for its credit facilities.
- Offer is firm for the duration of the contract, however, 3rd party fees will be subject to adjustment.
- Offer is firm for the duration of the contract.
- (Johannesburg Branch): Offer is firm for the duration of the contract.
- : Offer is subject to contract price adjustment.

4.7.3 Section 3: Custodian

No functionality scoring was performed for this section. Bidders were requested to provide information in respect of the following:

- Proof of registration with the Financial Services Board
- Proof of registration with STRATE
- Proof of registration with the Bond Exchange of South Africa
- Proof of registration with the South African Reserve Bank

During evaluation, it was noted that I included their pricing for section 3 in an all-inclusive charge under Section 1. Where they would have been successful for Section 1, all costs for Section 3 would have been waived. However, as they were not successful for Section 1, their non-compliance became material to the Bid Evaluation Committee for Section 3 as they were not willing to provide the function of Custodian separately to that of the Transactional Banker function.

4.7.4 Items not to be awarded

Commission: e-Commerce Platform which falls within Section 1 of the tender was simultaneously advertised in the City's tender for the Collection of Payments on behalf of the City of Cape Town by Third Party Collectors and will therefore not be awarded on this tender.

4.8 Tender Responsiveness

6 offers were received of which one offer is non-responsive for Section 3.

4.9 Arithmetical Errors

None

4.10 Tender Ranking and Recommendation

The highest ranked tenderer for each section has been recommended for acceptance.

5. POLICY COMPLIANCE

The City's Supply Chain Management Policy adopted by Council on 2013-07-31 (Item C16/07/13), is applicable to this tender.

6. FINANCIAL IMPLICATIONS

Refer to the Financial Footnote

7. ANNEXURES

Annexure A	:	Evaluation of Tender Adjudication Points
Annexure A1	:	Evaluation of Rates
Annexure B	:	Financial Footnote
Annexure C	:	Evaluation of Scoring Quality/ Functionality

8. BID EVALUATION COMMITTEE

8.1 Declaration

We, the members of the Bid Evaluation Committee as indicated below, hereby individually and collectively confirm that, during the evaluation of all tenders and in the formulation of the recommendations, we did not intentionally favour or prejudice any tenderer, and confirm that we have acted in good faith in respect of the fair, equitable, transparent, competitive and cost effective evaluation.

We hereby certify that all verifications required in terms of the Supply Chain Management Policy have been undertaken and that the recommended tender complies in all respects.

Evaluation Committee Chairperson Name: Department/ Section: Treasury Telephone No. 0 Signed: Date: 4/10/2017	Evaluation Committee Member 1 Name: I Department/ Section: Treasury Telephone No.: Signed: Annual leave Date:
Evaluation Committee Member 2 Name: Department/ Section: Treasury Telephone No.: Signed: Date: 2/10/2017	Evaluation Committee Member 3 Name: Department/ Section: Treasury Telephone No.: Signed: Date: 2/10/2017
Evaluation Committee Member 4 Name: Department/ Section: Expenditure Telephone No.: Signed: Date: 02/10/17	Evaluation Committee Member 5 Name: Department/ Section: Expenditure Telephone No.: 021/444 3120 Signed: Date: 24/10/2017

Evaluation Committee Member 6 Name: I Department/ Section: Expenditure Telephone No.: Signed: Date: 2/10/17	Evaluation Committee Member 7 Name: M Department/ Section: Revenue Telephone No.: Signed: Date: 2/10/2017
Evaluation Committee Member 8 Name: Department/ Section: IS&T Telephone No.: Signed: Date: 2/10/2017	Evaluation Committee Member 9 Name: Department/ Section: IS&T Telephone No.: 1 Signed: Date: 2/10/2017
Evaluation Committee Member 10 Name: Department/ Section: IS&T Telephone No.: Signed: Date: 04/10/2017	Evaluation Committee Member 11 Name: Department/ Section: IS&T Telephone No.: Signed: Date: 2/10/2017
Evaluation Committee Member 12 Name: I Department/ Section: SCM Telephone No.: Signed: Date: 2/10/2017	

Name/s of SCM advisor if not part of the BEC who assisted with the Evaluation :

Name: /

Scoring of Quality/ Functionality:

Scoring only done for Section 2: Lead Arranger and Debt Sponsor

Scoring Member 1 Name: Department/ Section: Treasury Telephone No.: Signed: Date: 1/10/2017	Scoring Member 2 Name: Department/ Section: Treasury Telephone No.: Signed: Annual leave Date:
Scoring Member 3 Name: Department/ Section: Treasury Telephone No.: Signed: Date: 2/10/2017	Scoring Member 4 Name: Department/ Section: Treasury Telephone No.: Signed: Date: 2/10/2017

9. **CONTENTS OF THE REPORT CHECKED FOR GENERAL COMPLIANCE WITH THE PROVISIONS OF THE CITY OF CAPE TOWN'S SUPPLY CHAIN MANAGEMENT POLICY AND ANY ADDITIONAL SUPPLY CHAIN MANAGEMENT REQUIREMENTS**

NAME & SURNAME:		SIGNATURE
CONTACT NUMBERS:		
E-MAIL ADDRESS:		
DIRECTORATE: FINANCE: SCM – SENIOR SCM PRACTITIONER		
DATE:	5/10/2017	

6.2.1.1.4 Minimum requirements TO BE CONSIDERED AS RESPONSIVE]

7.5.1.1 Section 1: TRANSACTIONAL BANKING

The following are the minimum requirements to be met in order to be deemed responsive.

Where the "Can be implemented by 1 March" column has been greyed out, this is an immediate requirement i.e. must be available when the tender is awarded.

Please indicate whether the following services are provided.

For items where the minimum requirement is not immediately available, the "Can be implemented by 1 March" must be ticked to be deemed responsive. This will allow for an adequate testing period of **30**

THE RESPONSES SHOULD BE IN ACCORDANCE WITH AND IN THE ORDER OF THE FOLLOWING CRITERIA (AND CLEARLY REFERENCED TO THE CATEGORIES AS INDICATED IN THE TABLE BELOW).

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
		Cashiers' deposit account:		
1.1.1 (i)	1.1	Must only accept Council cashier deposits with a valid 12 character Deposit Identifier. Refer Appendix A1 for Deposit Identifier specifications	Yes	
1.1.1 (iii)	1.2	No acceptance of deposits without the deposit identifier mentioned in Point 1.1.	Yes	
1.1.3 (iii)	1.3	Validation of deposit identifier mentioned in Point 1.1	Yes	
1.1.3 (iii)	1.4	Any adjustment must show original deposit identifier.	Yes	
		Other income bank accounts:		
1.1.2 (ii)	1.5	No acceptance of deposits without deposit identifier. Refer Appendix A2	Yes	
1.1.2 (ii)	1.6	Validation of deposit identifier mentioned in Point 1.5.	Yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.1.2 (iii)	1.7	Any adjustment must show original deposit identifier.	yes	
1.1.2 (iii)	1.8	A single deposit facility for multiple municipal account payments.		✓
		The Council 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 the City's bank account number should be rejected and the client be redirected to the listed beneficiary facility.	yes	
		Expenditure:		
1.1.3 (iii)	1.9	Any adjustment must show original deposit identifier.	yes	
1.2.1 (iii) & 1.2.2 (ii)	1.10	All payment entries to show a unique reference number.	yes	
		Traffic fine payments		
1.1.4 (i)	1.11	Council requires the successful tenderer to provide the facility to accept Council's Traffic fine payments, online in realtime. The specifications will be provided by Council.	yes	
1.1.4 (ii)	1.12	The following payment channels for Council's traffic fines must be provided by the service provider: I. Assisted services (Point of Sale) II. ATM's III. E-Commerce	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.1.4 (iv) and (v)	1.13	The service provider must reflect a single daily total with a DI on the bank statement and in addition provide the Council with a daily file detailing the fine number, amount, date, time paid, mode of payment, file total (this total must correspond with single daily total with DI deposited). The header should have the service provider's name and the 9 digit DI.	yes	
1.1.4 (vi)	1.14	The service provider must facilitate the following mode of payments: Cash, credit card, debit card and EFT.	yes	
		Bank reconciliations		
1.6 (i)	1.15	Bank statements to be downloaded daily in the required file layout format.	yes	
1.6 (ii)	1.16	All bank statement transactions require to be correctly referenced to facilitate SAP reconciliation process.	yes	
		Electronic Payment Solution		
1.4.1 (i)	1.17	Secure solution that can handle the Council's transactional volumes.	yes	
1.4.1 (i)	1.18	Transfer electronic transactions from SAP to the bank's system without downloading the transaction to a user's PC	yes	
1.4.1 (vii)	1.19	The system must accommodate transactions of varying value from small amounts up to R5 000 000 (five million rand) in a single file.	yes	
1.4.1 (viii)	1.20	Handle more than one payment file per day (no overwriting of previously sent file).	yes	
1.4.1 (ix)	1.21	Handle payments to all banks in one file.	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.4.1 (x)	1.22	The bank must be able to accommodate the needs of different business units within the Council with segregation of responsibility and access for staff within each unit.	yes	
1.4.1 (xi)	1.23	Item/Transaction limits, day limits, weekly limits, etc. per business unit.	yes	
1.4.1 (xiii)	1.24	The solution must include the use of control totals to ensure the integrity and completeness of each file's content.	yes	
1.4.1 (xiv)	1.25	A device, such as sequential numbering of files, must be employed to prevent the accidental duplication of files within each business unit.	yes	
1.4.1 (xvi)	1.26	Bank statement file in a format that can easily be created in the SAP ABAP programming environment.	yes	
		Desktop/Direct Solution		
1.4.2 (i)	1.27	Desktop based online solution (utilizing modems or the internet as a communication medium) needs to be provided for ad hoc payments of small volumes of manual captured transactions.	yes	
1.4.2 (ii)	1.28	This solution needs to have a built in segregation of duties in capture and approval of transactions before processing.	yes	
1.4.2 (iii)	1.29	This solution can also be used as the backup solution to the secure solution described above.	yes	
		Secure and Desktop/Direct Solution		
1.4.2 (v)	1.30	Online bank inquiry solution	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.4.3 (iii)	1.31	Handle payments to banking institutions where a universal branch code is utilized.	yes	
		Testing Requirements		
1.4.4 (i)	1.32	Provide a testing environment / testing facility at least one month before go-live i.e. 1 March 2018.	yes	
1.4.4 (ii)	1.33	Test environment/facility available before go live as well as after go live.	yes	
1.4.4 (iii)	1.34	Tenderers assign dedicated staff to be prepared to interact and respond during Council's implementation development progress.	yes	
		External Transaction Codes		
1.4.5 (i)	1.35	A complete list of external transaction codes used must be submitted.	yes	
1.4.5 (ii)	1.36	Supplied in hardcopy and electronic format (in Excel) on a CD.	yes	
1.4.5 (iii)	1.37	List contains the correct columns.	yes	
		Merchant Services		
1.5	1.38	Provide the end-to-end solution for the Council to be a card merchant – enabling the Council to accept debit and credit card payments at its cash receiving points and on its website.	yes	
1.5	1.39	Provide the solution for the Council's cash receipting system to integrate with the service provider's card terminal. Using this solution the Council will upgrade its cash receipting system for integration to the service provider's card terminal.	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.5.2	1.40	Payment Gateway Service		
		Facilitate online payments on the City's e-services portal, including the switching services.	yes	
		Bond Transactions		
1.9.1	1.41	Bond Capital Events Settling Bank	yes	
1.9.2	1.42	Transfer Agent	yes	
1.9.3	1.43	Settlement/Paying Agent	yes	
1.9.4	1.44	Calculation Agent	yes	
	2.	OPERATIONAL EFFICIENCY & USER FRIENDLINESS		
		Cashiers' deposit account:		
1.1.1 (iii)	2.1	Identifier to show on bank statement.	yes	
1.3.2 (i)	2.2	Daily balance swept into main account.	yes	
1.3.1 (i)	2.3	Bank charges and interest accrued to be directed to the Main Bank Account.	yes	
1.1.1 (ii)	2.4	Pre-Printed deposit books and pads in line with requirements.	yes	
1.1.3 (vi)	2.5	Deposit slips to be returned daily via the armed carriers.	yes	
		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.	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.1.3 (viii)	2.7	Cashier Cash Floats to be made up in terms of cash specifications produced by the Council. (Money bags to be supplied by the bank).	yes	
1.4.5 (iv)	2.8	Tenderer undertakes to inform the Council of any the new bank codes at least ten (10) working days before the code is implemented by the bank.	yes	
		Other income bank accounts:		
1.1.2 (ii)	2.9	Only deposit identifier to show on bank statement.	yes	
1.3.2 (i)	2.10	Daily balance swept into main account.	yes	
1.3.1 (i)	2.11	Bank charges and interest accrued to be directed to the Main Bank Account.	yes	
1.1.3 (iii)	2.12	In the case of unidentified cash the Bank is to provide the Council with information about depositor in the absence of a deposit identifier or customer account number.	yes	
		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.	yes	
1.1.5 (i)	2.14	Unpaid items must be debited individually on the Bank Statements and bear the same unique identifier reference as the original deposit.	yes	
1.1.5 (ii)	2.15	Physical unpaid cheques to be returned to Civic Centre daily.	yes	
1.6 (iii)	2.16	The sending of the statement file must take place as soon as possible after 12 am daily but not later than 4 am.	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
		Treasury		
1.3.2 (iii)	2.17	Interest and bank charge details on a daily basis.	yes	
1.3.2 (i) & (ii)	2.18	Sweeping facilities and options.	yes	
1.3.1 (i)	2.19	All Bank charges and interest to the Main Bank account.	yes	
1.3.2 (iii)	2.20	Cash management scheme netting of balances.	yes	
1.3.1 (ii)	2.21	Electronic invoices supported by detailed workings of the calculation of the bank charge must be supplied monthly.	yes	
		Imaging		
1.3.4 (i)	2.22	Imaging of deposit slips and unpaid cheques to be made electronically.	yes	
		Bulk Transactional File Exchange		
1.4.1 (vi)	2.23	Message indicating if the transaction file was accepted needs to be returned within one hour.	yes	
1.4.1 (xii)	2.24	The bank must provide a solution that will send notifications to staff within the individual business units of the Council when any of that unit's limits are close to being consumed.	yes	
		Expenditure:		
1.4.1 (vi)	2.25	Report on all successful transfers.	yes	
1.4.3 (ii)	2.26	Report on all unsuccessful transfers together with identifiers indicating vendor name and value.	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
		Desktop/Direct Solution		
1.4.2 (iv)	2.27	Users of the solution must be required to change their passwords every 30 to 40 days.	yes	
		Secure and Desktop/Direct Solution		
1.4.3 (i)	2.28	Where payments are sent in advance it must be possible to cancel specific transactions via e-mail in emergency cases.	yes	
1.1.6 (ii) & 1.4.3 (ii)	2.29	A message / messages indicating rejected/unpaid transactions needs to be returned within 48 hours.	yes	
1.4.3 (iv)	2.30	All rejected transactions must be returned along with the reference fields provided in the original transaction.	yes	
1.4.3 (v)	2.31	Branch code verifications as well as Electronic Reference Validations occur immediately after any transactions are sent.	yes	
1.4.3 (vi)	2.32	Normal internet e-mail will not be acceptable as a mode of transmission between the Council and the bank. Except in the event of an emergency cancellation of a future dated payment as described in 1.4.3 (i).	yes	
1.4.3 (vii)	2.33	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 the Council keeps within the bank serv cut-off times for the specific service).	yes	
1.4.3 (viii)	2.34	The Council needs to be notified of any redirected transactions.	yes	
1.4.3 (ix)	2.35	All debit entries on the bank statement must be assigned a unique reference number by the Council. For batched payments submitted by file it will be the batch reference number.	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.4.3 (x)	2.36	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.	yes	
		Secure Solution and Desktop/Direct Solution		
1.4.3 (xi)	2.37	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).	yes	
		Fraud protection:		
1.8	2.39	Measures to be instituted to protect Council against all forms of fraud.	yes	
		Bulk cash handling.		
1.1.3 (i)	2.40	Details of operation of bulk cash centres.	yes	
		Proof of operational capabilities.		
1.10	2.41	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.	yes	
	3.	OTHER BANKING FACILITIES OFFERED		
1.7	3.1	Overnight/bridging facilities linked between the Council's main and call account in the event of an overdraft.	yes	
1.7	3.2	Overdraft Facility	yes	
1.7	3.3	Letter of Credit	yes	
1.7	3.4	Guarantees.	yes	

TENDER REF	CAT	TECHNICAL COMPATIBILITY	Yes	Can be implemented by 1 March 2018
1.7	3.5	Forward cover.	yes	
1.7	3.6	Foreign currency.	yes	
1.7	3.7	ACB debits and credits.	yes	
1.7	3.8	Travel card facility.	yes	
1.7	3.9	Customer credit referencing.	yes	
1.7	3.10	Economic advice/forecasting.	yes	
1.7	3.11	Mark to market valuation of financial assets and liabilities for year-end accounting purposes.	yes	
1.7	3.12	Funds transfer: Daylight Limit	yes	

ANNEXURE A Declarations: Supplier Application		 CITY OF CAPE TOWN ISIREKO SASAKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT: SUPPLIER MANAGEMENT			
SCM - 555 B	Approved by Branch Manager: 19/03/2014	Version: 4	Page 1 of 6

Company Name	
Company Legal Name	
Supplier Number (If already registered)	1011

SCHEDULE A: DECLARATION OF INTEREST – STATE EMPLOYEES
--

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of applicant or his or her representative:.....
 - 3.2 Identity Number: N/A
 - 3.3 Position occupied in the Company (director, trustee, shareholder): N/A
 - 3.4 Company or Close Corporation Registration Number: ...
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES / **NO**
 - 3.8.1 If yes, furnish particulars.
N/A
 - 3.9 Have you been in the service of the state for the past twelve months? YES / **NO**
 - 3.9.1 If yes, furnish particulars
N/A

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3.10 Do you have any relationship (family, friend, other) with persons in the service of the state? YES / **NO**

3.10.1 If yes, furnish particulars.

NOT AS FAR AS WE ARE AWARE

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state? YES / **NO**

3.11.1 If yes, furnish particulars

NOT AS FAR AS WE ARE AWARE

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES** / NO
 AS DISCUSSED SC NOT EXPLAINED ✓
 MS NP MKASANA AND MR BA DAMES - INDUSTRIAL DEVELOPMENT CORP (NON EXECUTIVE DIRECTORS. MR BST JALI IS A MEMBER OF THE SPECIALIST COMMITTEE ON COMPANY LAW WHICH ADVISES THE DTI MINISTER ON COMMITMENTS TO BE MADE AFTER COMPANIES ACT - COMPANY SECRETARY

3.12.1 If yes, furnish particulars.

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES** / NO

3.13.1 If yes, furnish particulars.

PLEASE REFER TO THE ENCLOSED DECLARATIONS FROM MR BA DAMES, MS NA MATODANE AND MR JK NTSHITENZHE

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? YES / **NO**

3.14.1 If yes, furnish particulars:

N/A

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

Full Name	Identity Number	State the Employee Number
<u>PLEASE REFER TO THE ENCLOSED:</u>		
<u>DIRECTOR'S ID COPIES AND SHAREHOLDER ANALYSIS AND SHARE CERTIFICATES</u>		

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SCHEDULE B - CONFLICT OF INTEREST DECLARATION

1. The applicant shall declare whether it has any conflict of interest in the application submitted. (Mark the appropriate box with 'X')

YES	☒
-----	-------------------------------------

If yes, the applicant is required to set out the particulars in the table below:

N/A

2. The applicant shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

- 2.1 any inducement or reward to the City of Cape Town for or in connection with the award of this contract; or
- 2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Mark the appropriate box with 'X')

YES	☒
-----	-------------------------------------

If yes, the applicant is required to set out the particulars in the table below:

N/A

Should the applicant be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, he or she must please contact the following:

Fraud hotline@capetown.gov.za

or

the City's anti-corruption hotline at 0800 32 31 30 (toll free)

The applicant hereby certifies that the information set out in this Schedule and/or attached thereto is true and correct and acknowledges that failure to properly and truthfully complete the schedule may result in the quotation being disqualified, and/or (in the event that the Supplier is successful) the cancellation of the contract.

Signature

Date

Name (PRINT) - For and on behalf of the Supplier (duly authorised)

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SCHEDULE C - DECLARATION OF SUPPLIER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Where the applicant is a partnership/consortium/joint venture, each party to the partnership/ consortium/ joint venture must sign a declaration in terms of the Municipal Finance Management Act, Act 56 of 2003, and attach it to this schedule.

- 1 The application may be rejected if that applicant or any of its directors/members have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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4.3	Was the applicant or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☒
4.3.1	If so, furnish particulars: N/A		
Item	Question	Yes	No
4.4	Does the applicant or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☒
4.4.1	If so, furnish particulars: N/A		
4.5	Was any contract between the applicant and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
4.7.1	If so, furnish particulars: N/A		

The applicant hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the application being disqualified.

Signature _____

Print name: _____
On behalf of the applicant (duly authorised)

Date

27/6/2017