CHECKLIST OF DOCUMENTS TO BE SUBMITTED -NCPT/02/2026/27			
	TICK		
CHECKLIST FOR BIDDERS	Yes	N/A	No
COMPLIANCE WITH MANDATORY REQUIREMENTS			
All forms completed, duly signed			
SBD 1: Invitation to Bid			
SBD 4: Declaration of interest			
Registration on (Central Supplier Database)			
Registration with the South African Registar of Banks			
Registration with the Financial Sector Conduct Authority			
Registration with the Payment Association of South Africa (PASA)			
Registration with Automated Clearing Bureau			
Pricing Schedule Annexure A			
OTHER DOCUMENTS THAT MUST BE SUBMITTED			
Tax Status: Tax Clearance Certificate			
SBD 6.1: Preference Points Claim form			
SBD 7.2 : Contract Form Rendering of Services			
FUNCTIONALITY CRITERIA REQUIREMENTS			
Service Quality			
Management Expertise			
Technological Capabilities			
ACB Limits			
Geographical Spread - Northern Cape Province			
Corporate Social Investment			
No of Bid Documents Copies Attached			

REQUEST FOR PROPOSALS FOR THE PROVISION OF COMMERCIAL BANKING SERVICES TO THE NORTHERN CAPE PROVINCIAL GOVERNMENT

Northern Cape Provincial Government
PROVINCIAL TREASURY

NCPT

REQUEST FOR PROPOSALS FOR THE PROVISION OF COMMERCIAL BANKING SERVICES TO THE NORTHERN CAPE PROVINCIAL GOVERNMENT FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO EXTEND FOR A FURTHER PERIOD THAT MAY NOT EXCEED TWENTY-FOUR (24) MONTHS, SERVICES TO COMMENCE ON 1st FEBRUARY 2027 OR NEGOTIATED DATE

NCPT/02/2026/27

Closing date and time:
28 August 2026 at 11:00

Validity Period: 120 days
Submission of tenders
E-Submission only on
Website: https://www.etenders.gov.za

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REQUEST FOR PROPOSALS FOR THE PROVISION OF COMMERCIAL BANKING SERVICES TO THE NORTHERN CAPE PROVINCIAL GOVERNMENT

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REQUEST FOR PROPOSALS FOR THE PROVISION OF COMMERCIAL BANKING SERVICES TO THE NORTHERN CAPE PROVINCIAL GOVERNMENT

1. DEFINITIONS AND TERMS

Unless inconsistent with or expressly indicated otherwise by the context.

1.1. **"Branch"** means is a physical office of a bank where customer can conduct face to face financial transactions.

1.2. **"Bidder(s)"** means person(s), partnership, company or firm who submits a bona fide tender for the provision of Commercial Banking Services involving, amongst others, Accounts for the Provincial Departments and Provincial Revenue Fund

1.3. **"Commercial Bank"** means a bank registered in the Republic of South Africa (RSA), providing commercial banking services, that is connected to the Automated Clearing Bureau (ACB) and has an extensive branch network

1.4. **"Corporation for Public Deposits (CPD)"** established in terms of the Corporation of Public Deposits Act, No. 46 of 1984 that accepts call deposits from the public sector and invests such money.

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

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

1.7. "**Contract Price"** means the prices bid by the Contractor and accepted by NCPG for the execution of the Contract.

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

1.9. "**Date of Commencement**" means the dates stipulated in the Contract for the Commencement of the Service.

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

1.11. **"Financial year"** means a period of twelve (12) months commencing from 1 April and ending 31 March.

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

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1.13. **"Public Finance Management Act"** (Act No. 1 of 1999) means The Public Finance Management Act 1 of1999 as amended hereafter referred to as the Act) prescribes the Framework under which the Banking related functions should be conducted in the province. The attention of bidders is especially drawn to the applicable clauses of the Act to which bidders must comply.

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

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

1.16. **"Set-off arrangement"** means an arrangement where balances of all bank accounts (with the exception of the non-PRF category accounts) within the NCPG profile are aggregated on a daily basis to determine the net group balance, wherein interest is calculated.

1.17. **"Social Responsibility"** means an ethical framework in which individuals or institutions are accountable for fulfilling their civic duty and taking actions that benefit society.

1.18. "**Exchequer Account"** (hereafter referred to as the Provincial Exchequer Bank Account) means the nominated physical bank account of the Provincial Revenue Fund into which all revenues of the province are deposited and from which transfers are made in terms of the Section 22 and 24 of the PFMA.

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

1.20. **"Provincial department"** as defined it in terms of the PFMA of 1999 as amended.

1.21. **"Tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

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1.22 LIST OF ABBREVIATIONS

ACB	*Automated Clearing Bureau*
ATM	*Automated Teller Machine*
BAS	*Basic Accounting System*
CAT	*Central African Time*
CIT	*Cash-In-Transit*
CSD	*Central Supplier Database*
GSI	*Group Social Investment*
CSI	*Corporate Social Investment*
CPD	*Corporation for Public Deposits*
EBT	*Electronic Bank Transfer*
FSCA	*Financial Sector Conduct Authority*
GCC	*General Conditions of Contract*
MIRC	*Magnetic Ink Character Recognition*
NCPT	*Northern Cape Provincial Treasury*
NCPG	*Northern Cape Provincial Government*
PMG	*Pay Master General*
SBD	*Standard Bidding Document*
SCC	*Special Conditions of Contract*
PERSAL	*Personnel and Salary System*
PFMA	*Public Finance Management Act*
PRF	*Provincial Revenue Fund*
RSA	*Republic of South Africa*
VET	*Vetting Electronic Transactions*

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2. INTRODUCTION

The Northern Cape Provincial Treasury (NCPT) was established in terms of section 17(1) of the Public Finance Management Act, 1999 (Act, No.1 of 1999). NCPT seeks to appoint service providers for the provision of Commercial Banking services to the Northern Cape Provincial Government for a period of 3 years with the option to extend for a further period that may not exceed twenty-four (24) months, services to commence on 1st February 2027 or negotiated date. The current commercial banking services agreement is set to expire on 31st of January 2027.

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of Commercial Banking services to the Northern Cape Provincial Government for a period of 3 years with the option to extend for a further period that may not exceed twenty-four (24) months, services to commence on 1st February 2027 or negotiated date. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder(s) required by NCPT for the provision of Commercial Banking Services.

Provincial Government requires commercial banking services to enable the flow of its budget and spending in delivering public services. The province receives its annual budget allocation from the National Revenue Fund in the form of equitable share and conditional grants while on the other hand receiving donations and generating revenue through its various Provincial Departments in the course of delivering services. Its spending includes the payment of salaries for employees and payment for services rendered by service providers on monthly basis. It is against this background that NCPG invites potential bidders to bid for the provision of commercial banking services to Northern Cape Provincial Government

NCPT reserves the right to accept part or the whole proposal as presented by prospective bidders.

4. LEGISLATIVE FRAMEWORK OF THE BID

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

4.1 Tax Legislation

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

4.1.2 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

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

4.1.4 Bidders are required to be registered on the Central Supplier Database (CSD) and the NCPT shall verify the bidder's tax compliance status through the Central Supplier Database and the SARS pin.

4.1.5 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.1.6 Section 226(1) of the Constitution of the Republic of South Africa, 1996 requires each province to have a Provincial Revenue Fund into which all money received by the Provincial Government must be paid, except money reasonably excluded by an Act of Parliament.

4.1.7 In terms of Section 7 of the Public Finance Management Act, 1999 as amended (PFMA) requires that -

a) National Treasury must prescribe a framework within which the departments, public entity listed in schedule 3 and constitutional institutions must conduct their cash management.

b) Section 21(2) and (3) of the Public Finance Management Act, 1999 as amended (PFMA), read with Treasury Regulations, 15.2.2 of 2005 requires money that must be paid into the Provincial Revenue Fund to be deposited into a bank account as prescribed and that the Provincial Revenue Fund to have a bank account configured that consists of at least an Exchequer Bank Account and Pay Master General Account opened with a Commercial Bank. Provincial Treasury is required to open the bank account with a bank registered in South Africa and approved in writing by National Treasury after any prescribed tendering procedure have been complied with.

4.1.8 In terms of the Treasury Regulation 15.2.4, Provincial Treasury may approve one sub-account within the PMG Account of the relevant revenue fund if accounting for a department necessitates a separate bank account. Furthermore, the Provincial Treasury must establish appropriate and effective cash management and banking arrangements for its Provincial Revenue Fund in accordance with the framework that is prescribed by National Treasury.

4.2 Procurement Legislation

4.2.1 NCPT has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance

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Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and Preferential Procurement Regulation of 2022, the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003) and the Reconstruction and Development Programme (RDP) as published in Government Gazette No. 16085 dated 23 November 1994.

4.2.2 In line with the Preferential Procurement Regulation of 2022, NCPT will hereby use specific goals determined by the department to advance the objectives of the department. All tenders will be evaluated in accordance with specific goals.

4.3 Technical Legislation and/or Standards

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

5. BRIEFING SESSION

Virtual briefing session will be held on **18 August 2026**. Link will be sent to bidders that indicated that they downloaded the document and intend to submit bid proposals. **Failure to indicate that you have downloaded or received the tender document will result in the link not being sent to the prospective bidder.**

6. ACCESSING AND SUBMITTING BID DOCUMENTS

All documents should be downloaded from www.ncpt.gov.za or www.etenders.gov.za. The department further requests that all prospective bidder(s) who download the tender documents on the website should send an email to **bankingservices@ncpt.gov.za** as confirmation that the document has been received. This is essential for the compilation of a register of prospective bidder(s).

The register will also be utilised to send out answers to clarity seeking questions received from all prospective bidders. Failure to indicate that you have downloaded or received the tender document will result in no communication on questions raised.

Clarity seeking questions relating to the bid can be sent in writing to **bankingservices@ncpt.gov.za** from **12-20 August 2026.** Written responses to all questions will be sent to all prospective bidders by the **24 August 2026.**

Failure to indicate that you have downloaded or received the tender document will result in no communication on questions raised.

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7. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is **120** days.

The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on www.etenders.gov.za, www.ncpt.gov.za and print media	**07 August 2026**
Virtual Briefing session	**18 August 2026**
Bid closing date	**28 August 2026**
Bid Functionality Committee	**16-17 September 2026**
Bid Evaluation Committee	**30 September to 01 October 2026**
Bid Adjudication Committee	**20-21 October 2026**

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

Any time or date in this bid is subject to change at NCPT's discretion. The establishment of a time or date in this bid does not create an obligation on the part of NCPT to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if NCPT extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8. CONTACT AND COMMUNICATION

8.1 A nominated official of the Bidder(s) can make enquiries in writing to bankingservices@ncpt.gov.za. The delegated office of NCPT may communicate with Bidder(s) where clarity is sought in the bid proposal.

8.2 Any communication with an official or a person acting in an advisory capacity for NCPT in respect of the bid between the closing date and the award of the Bidder(s) is prohibited.

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

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

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

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

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

9. LATE BIDS

Bids received after the closing date and time will not be accepted for consideration.

10. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

11. FRONTING

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

11.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the

Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies NCPT may have against the Bidder / contractor concerned.

12. SUPPLIER DUE DILIGENCE

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

13. SUBMISSION OF PROPOSALS

13.1 All bid documents must be submitted electronically by uploading it on https://www.etenders.gov.za

13.2 Should more than one submission be received from a bidder(s), only the latest submission received will be considered by the department.

13.3 Bidders are required to initial each page of the tender document at the bottom right-hand corner.

The documents should be labelled and submitted in the following format:

FILE
1. Mandatory requirements (Gate 1)
2. Functionality evaluation criteria (Gate 2)
3. Price and specific goal evaluation (Gate 3)

14. PRESENTATION / DEMONSTRATION

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

15. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 3 years with the option to extend for a further period that may not exceed twenty-four (24) months, services to commence on 1st February 2027 or negotiated date

16. SCOPE OF WORK

Bidder(s) will be expected to provide the following: -

16.1 Opening and Handling of Provincial Bank Accounts

16.1.1 The successful bidder must open the following bank accounts for the NCPG, consisting of the following banking profile:

a) PRF category accounts (Bank Configuration)

i. One (1) Exchequer account;

ii. Control accounts for interest paid, interest received and bank charges linked to Exchequer account;

iii. Eleven (11) PMG Accounts; and

iv. Fifty-five (55) sub-accounts linked to PMG accounts e.g. Petty Cash and Revenue accounts

16.1.2 The successful bidder must be able to accommodate any additional accounts that may be required by the NCPT, and the same terms and conditions of this bid shall apply to all participants.

16.1.3 The successful bidder must be able to open any of the bank accounts required by the NCPT within seven (7) working days upon receipt of the formal request.

16.2 Configuration of provincial bank account

The cash management system (PRF Category Accounts) must allow for the set-off of debits and credit balances without the need to transfer balances daily from accounts that have credit to those accounts that are in overdraft.

The successful bidder must configure the provincial bank accounts as follows: -

16.2.1 PRF Category Accounts

16.2.1.1 Exchequer account

a) The account must only receive and transfer funds from/to the NCPG PMG accounts, National Treasury, National Departments and Corporation for Public

Deposits (CPD) account in the South African Reserve Bank unless directed otherwise in writing by the NCPT.

b) The bank account must electronically interface with government financial systems (i.e. BAS) on a daily basis.

c) Card issuance, cash withdrawals, as well as debit and stop orders, are not allowed against/through this bank account.

16.2.1.2 Control accounts for interest paid, interest received and bank charges

a) Interest accounts – the provincial bank accounts must operate in a set-off arrangement where interest received and/or paid is calculated and compounded daily on the Provincial Consolidated Net Balance. Interest accounts must be credited or debited with total compounded interest in the first week of each subsequent month and immediately swept to the Provincial Treasury PMG Account.

b) Bank charges account – Bank charges must be debited against the bank charges account with clear referencing of the source account and transaction date. Bank charges account must sweep monthly to the Treasury PMG account for the payment. The bank must be able to provide a reconciliation of bank charges on a monthly basis.

c) Card issuance, cash withdrawals, as well as debit and stop orders, are not allowed against/through this bank account.

16.2.1.3 PMG Accounts

a) There shall be one PMG account for each of the eleven (11) provincial departments, and the bank accounts must: -

i Electronically interface with government financial systems (BAS and PERSAL) on a daily basis;

ii Not allow debit and credit card issuance, cash withdrawals, as well as debit and stop orders;

iii Not allow direct cash refund/reversal;

iv Have deposit identification reference (for both manual and electronic deposits) to identify all the depositors for reconciliation purposes;

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v Not allow bank charges to be physically debited against each PMG account.

b) The successful bidder must provide MIRC encoded deposit book (in triplicate) for use by provincial departments and members of the public for depositing money into all the PMG Accounts.

16.2.1.4 PMG Sub-Accounts

The sub-accounts must: - (i.e. Revenue Accounts and Petty Cash Accounts)

a) be linked to the respective nominated PMG accounts.
b) have a deposit identification reference to identify all the depositors for reconciliation purposes.
c) not allow credit card issuance and stop orders.
d) allow issuance Petty Cash Accounts debit card for cash withdrawal purposes only.
e) not allow revenue accounts make any payments, issuance of accounts, withdrawals and stop orders.
f) allow revenue accounts to sweep monthly to the respective PMG accounts.
g) prevent any reversals on the account without the written approval of the provincial departments.
h) not allow any direct cash refund/reversal.

16.2.2 Additional bank accounts

The bidder may be required to open and configure additional account/s as and when required by the NCPT should a need arise for any additional accounts.

16.3 Technological Capabilities

The bidder must give assurance on the reliability of the network infrastructure to mitigate downtime and demonstrate the responsiveness of their technological capabilities. Bidder(s) must confine themselves to, amongst others, but not limited to the following:

16.3.1 Electronic banking system

The successful bidder must provide an electronic banking system that is compatible with the government financial systems, as well as other systems to enable the following:

a) The daily interface of transactions for reconciliation purposes.
b) Electronic Bank Transfer (EBT) for payment of goods and services, and compensation of employees.
c) Host-to host link option to facilitate high volume processing of electronic payments.
d) Unique referencing of all deposits, including proposals on the mechanism to positively identify such deposits.
e) Online, real-time transaction (bank statement) of the movement of cash, in and out of the Provincial Revenue Fund and all Paymaster General Accounts.
f) Interbank transactions.
g) Direct online recalls, stop payment and reversal facilities.
h) Direct online, real-time account enquiries.

16.3.2 Online Banking System

The successful bidder must provide an online banking system that gives NCPG access to its bank accounts for the following purpose: -

a) View and print transactions, daily balances and bank statements for a period of one hundred and eighty (180) days after transacting.
b) Bulk Electronic Funds Transfer (host-to-host).
c) Electronic banking system that is linked to National Treasury and BANKSERV.
d) Processing Exchequer transfers to CPD account, as well as provincial and national departments.
e) Bank accounts verification.
f) Real-time automated submission of payments.
g) Allow real-time processing of bank credit transfers within and across banks.
h) Be secured against unauthorised users and fraudulent transactions.

i) Online consolidated cash management systems that will provide access to view real-time interest rates.

j) Functionality on government transversal systems namely BAS, PERSAL.

k) Banking solution to enable BAS/PERSAL bank credit transfer to interface automatically via online banking application.

16.3.3 Bank Statements

The successful bidder must: -

a) Provide bank statements for all bank accounts on a daily basis in a format prescribed by the NCPG for reconciliation purposes.

b) Provide monthly detailed bank statements for the bank charges account reflecting different categories of charges.

c) Provide a daily set-off bank statement, listing all PRF Category accounts balances, net group balances, as well as daily applicable interest rates.

d) Archive bank statements for the duration of the contract and have a retention period of at least six months after the expiry of the contract.

e) Clear referencing of transactions for reconciliation purposes.

16.3.4 Unique pre-numbered deposit books

The successful bidder must: -

i Provide unique pre-numbered deposit books in triplicate to all Client Departments in a format to be prescribed by the NCPG as and when required; and

ii For the duration of the contract, supply and deliver deposit books to the NCPG within fourteen (14) working days from the day of receiving request.

16.3.5 Merchant Services / Point of Sale Devices

16.3.5.1 Card Present

The successful bidder must: -

a) Provide point of sale devices as and when required by Client Departments, and such devices must accept credit, debit and other cards and be linked to the respective Client Departments' bank accounts.
b) Ensure that the point-of-sale device has the ability to take more than one network.
c) Advise Client Departments on the risks associated with the use of the point-of-sale devices and the mitigations thereof.
d) Ensure that any existing point-of-sale devices are replaced or reconfigured to be functional and linked to the relevant Client Department bank accounts to avoid interruption of the services at the start of the contract.
e) Ensure that any new point of sale devices are made functional and linked to the relevant Client Department bank accounts within seven (7) working days upon receipt of the devices.
f) Ensure that transactions performed through the device reflect in the relevant bank account on the same day of processing.
g) Ensure that no reversal or refund is effected through the device.
h) Provide a report on the utilisation of the point of sales device daily, monthly and any other period that may be required by the NCPT and Client Departments.
i) Ensure that the monthly rental includes maintenance and provision of till rolls.
j) Ensure that all the charges concerning the point-of-sale devices for provincial departments should be billed against the Department's PMG bank account.
k) Provide merchant statement for each device.
l) Provide monthly usage report to NCPG.
m) Provide access to the Merchant's online system.

16.3.5.2 Card Not Present

The successful bidder must:

a) Provide an online merchant system that can integrate with the online service system of the Client Departments.
b) The online merchant system must accept credit, debit and other cards and be linked to the respective Client Departments' bank accounts.

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c) Advise Client Departments on the risks associated with the use of the online merchant system and the mitigations thereof.

d) Ensure that any existing online merchant systems are replaced or reconfigured to be functional and linked to the relevant Client Department bank accounts to avoid interruption of the services at the start of the contract.

e) Ensure that transactions performed through the online merchant system reflect in the relevant bank account on the same day of processing.

f) Ensure that no reversal or refund is effected through the online merchant system.

g) Provide a report on the utilisation of the online merchant system daily, monthly and any other period that may be required by the NCPT and Client Departments.

h) Ensure that all the charges concerning the online merchant system for provincial departments should be billed against the departments PMG bank account.

i) Provide online merchant system statements on a daily and a monthly basis.

j) Provide access to the Merchant's online system.

16.3.6 Bank note counter and fake bank note detector

The successful bidder must provide the note counter and fake detector devices with a twenty-four (24) month warranty on an outright purchase as and when they are required by Client Departments.

16.3.7 Cash in Transit (CIT) Service

The successful bidder must: - where required by Client Department

a) Provide Cash in Transit services (inclusive of manual or automated services)

b) Ensure that the monthly rental includes maintenance (including supply of stationery) and upgrade of the device.

c) Ensure that it has end-to-end insurance for the service.

d) Ensure all charges relating to the Cash in Transit are billed against the Client Department PMG account

e) Ensure the automated devices shall remain the property of the bank for the duration of the contract.

f) Collect cash on a daily basis in line with the schedules agreed upon by the Client Departments.

16.3.8 Petty Cash Facility

The successful bidder will be required to provide a petty cash facility for use by the Client Departments as and when required. The facility must be in a card form linked to respective PMG accounts and must have, but not be limited to, the following capabilities: -

a) Usability at ATM (for only statement viewing) and Point of Sale Device.
b) Setting daily and monthly limits.
c) Client Department identification.
d) Petty cash statement.
e) Reconciliation per card and Client Department.
f) Secured administrative function.
g) Usability within the borders of the Republic of South Africa.
h) Recover charges from the PMG account.
i) Neither internet nor cell phone banking transactions are allowed through the petty cash facility.
j) Allow cash withdrawals.

16.3.9 Handling of banking queries

The successful bidder must ensure that: -

a) All banking-related queries are resolved within twenty-four (24) hours, and feedback is promptly provided in accordance with the Service Level Agreement.
b) A query management system is provided to manage turnaround times.
c) For account enquiries, dedicated telephone assistance and email assistance must be made available to the NCPG.

16.3.9.1 Training and supporting of Client Departments

The successful bidder must provide free training and support to officials of Client Departments on its banking systems, facilities and any operational banking processes of the bidder.

16.3.9.2 Account-holder verification

The successful bidder must: -

a) Be able to conduct bulk verification of banking details of government employees and service providers as and when required to ensure the validity of bank accounts.
b) Communicate account-holder verification reports to the NCPT and Client Departments electronically.

16.3.9.3 Automated Clearing Bureau (ACB) Limits

The successful bidder must: -

a) Provide ACB facility as required by the NCPT.
b) Ensure that the ACB facility is loaded as required.
c) Notify the NCPT and Client Departments of any ACB limit rejections.
d) Be able to adjust the ACB limit upon notification by the NCPT before the cut-off time for submission of payment files by the National Treasury.
e) Provide feedback immediately to the NCPT on the adjustment of the ACB limits.
f) Ensure that both PERSAL and BAS tapes are submitted through the bank to BankServ.
g) Provide VET and unpaid reports to the NCPT and Client Departments in line with the payment disbursement schedule.

16.3.9.4 Overdraft facility

The successful bidder must: -

a) Provide a minimum overdraft facility of R300 million and apply interest rates in line with the agreement.
b) Provide details of the bank overdraft facility to the NCPT with all associated fees.
c) All charges related to overdraft fees will be billed against the bank charges account linked to the Exchequer account.

16.3.9.5 Service quality and management expertise

The bidder must demonstrate its capacity to provide quality service and management expertise in handling the accounts and giving support to the NCPG. The bidder must confine itself to, amongst others, but not limited to the following: -

a) Turnaround times.
b) Experience of the bank in public sector banking at the provincial sphere of government.
c) Provide after-hours services.

16.3.9.6 Management expertise (Relationship Management Team)

The bidder must have a dedicated relationship management team that has extensive public sector banking experience. The dedicated team must comprise, amongst others, but not limited to the following: -

a) Provincial Business Head.
b) Public Sector Manager.
c) Relationship Manager.
d) Minimum of two Account Analysts.
e) Public Sector Tellers
f) Online banking & Cash Solutions.
g) Specialist – Merchant Solutions.

16.3.9.7 Foreign Exchange

a) The Bidder must demonstrate its ability to process foreign exchange transactions in payment of service providers on behalf of Client Departments.

b) The Bidder must be able to take advantage of a favourable exchange rate and guide Client Departments to that effect.

c) Forex charges must be allowed against the Client's Department accounts.

d) The Bidder must be able to provide:

   i. Training to Client Departments on necessary foreign transaction processes;

   ii. Report on actual forex transactions for each Client Department; and

   iii. Proof of payment for each forex transaction within three (3) working days.

16.4 Future Development

The successful bidder must be able to accommodate any systems, processes and procedures that may be introduced during the term of the contract by the NCPT. Should a bidder see a need to develop or change systems, processes and procedures that will affect the banking arrangement, such should be done with the prior consent of the NCPT.

16.5 Value-Added Services

The successful bidder must be able to provide the fuel and maintenance card as and when required by the NCPT. The NCPT will enter into negotiations with the successful bidder for the required service, and if there is consensus, they will enter into a separate agreement.

16.6 Social Responsibility

16.6.1 Corporate Social Investment (CSI)

The bidder must commit towards poverty alleviation, reducing unemployment and inclusive economic growth and job creation in the province. To this end, bidders must indicate their financial commitments linked to this contract towards Corporate Social Investment, which may include, amongst others, but not limited to, Education, Health, Social Development and other Basic needs, etc.

The Commitment will be made for a total of three (3) years and bidders must disclose the commitment on Annexure "B"

17 ESTIMATED TRANSACTIONAL VOLUMES

The estimated transactional volumes and estimated average daily credit bank balance are provided in Annexure "A". The estimated transactional volumes and estimated average daily credit bank balance are only provided to assist bidders in determining their ability to handle the volume and complexity of the business requirement, and should only be used as a guide and relied upon in the context of completing the bid. **These estimates do not guarantee the actual volumes or sales mix.**

17.1 PRF Category Accounts

17.1.1 Exchequer Account

a) The Exchequer account receives the annual provincial budget comprising equitable share, conditional grants, donations and own revenue collections on a weekly basis from the National Revenue Fund, Donors and Provincial Departments.

b) Equitable share is transferred by the National Treasury on a weekly basis as per the national payment schedule into the provincial Corporation for Public Deposit (CPD) account in the South African Reserve Bank and withdrawn into the Exchequer account in line with the payment disbursement schedule of the province.

c) Conditional grant is transferred directly from respective national departments into the Exchequer Account on a weekly basis in line with the national payment schedule.

d) Own revenue collections by departments are deposited daily into respective PMG accounts of the departments and transferred monthly into the Exchequer account.

17.1.2 Paymaster-General (PMG) Accounts

a) The province has eleven (11) departments, with each operating its own PMG account. Each department receives its annual appropriated budget comprising Equitable Share and Conditional Grants, including Donations from Exchequer accounts, on a monthly basis in line with the provincial payment schedule. Departments also deposit revenue that they collect through the cashier point into respective PMG accounts daily, while some of their clients deposit their dues directly into respective PMG accounts using various methods, e.g. over the counter or electronic banking.

b) In terms of Public Service Regulation, PFMA and Treasury Regulations departments are obliged to pay: -

i. employee salaries and benefits when they fall due;

ii. suppliers' invoices within 30 days from the date of receipt;

iii. own revenue collections into the Exchequer account on a monthly basis;

iv. preceding financial year unspent budget into the Exchequer account immediately after the financial year end closure; and

v. any court order within the prescribed timeline.

c) In receiving all funds, effecting all payments and accounting for each of their transactions as outlined above, the Client Department need a seamless relationship between government financial systems (BAS, PERSAL) and banking systems (electronic banking) that includes efficient and effective regular interface and referencing of transactions for ease of identification and reconciliation.

d) The Client Departments process payments as follows: -

i. normal salaries either on the 15th, 20th, 30/31st or the last working date of the month;

ii. two supplementary payments, which include travel claims and other allowances due to the employees on Mondays and Wednesdays of the month.

iii. supplier payments (BAS) weekly for goods and services.

17.2 PMG Sub-accounts

17.2.1 Revenue accounts

a) There are thirty-eight (38) accounts under the Department of Health, Transport, Safety and Liaison, and Agriculture, Environmental Affairs, Rural Development and Land Reforms.

   b) The accounts are meant for deposit and reconciliation of revenue collected for various purposes.

   c) The Revenue accounts are not allowed to make any payments and must sweep off to the relevant PMG on a monthly basis.

   d) Each Client Department is expected to bank its cash collections on a daily basis into the PMG Account.

   e) All transactions, cash, direct deposits, point-of-sale devices and online payments must be monitored daily and reconciled monthly.

17.3 Cash in Transit Services

The service is currently utilised by one Client Department but has the potential to extend to other Client Departments. The Client Department has 30 cashier points where 1 drop boxes of 1000 notes capacity are installed.

18 INDEMNITY

The Northern Cape Provincial Treasury shall not be liable for any injury and/or loss of life of employees representing the preferred bidder or damage to assets and property belonging to the preferred bidder or affiliates whilst on the premises during the contract period.

19 TRANSFER AND CESSION

The use of subcontractors will not be allowed after awarding of tender, without prior written permission by NCPT. The successful bidder shall not cede, transfer, sell or alienate in any way this contract awarded in terms of **Bid NCPT/02/2026/27** or any part thereof to any person or company.

20 PRICE SCHEDULE (SEE ATTACHED ANNEXURE A)

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

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- Prices must remain firm for the first twelve months of the contract period; thereafter, price adjustment applications shall be considered on a twelve-month interval in accordance with the provisions of SBD 3.3, with the maximum price adjustment of the Consumer Price Index (CPI) Headline Inflation.
- Prices must be VAT inclusive for all the services to be rendered.
- All travelling, accommodation, administrative and other costs related to delivering on the bid must be included in the pricing calculations.

STATS SA P0141 (CPI), Table E	Table E - All Items

20.2 The interest rate formula offered by the bidder in Annexure "A" must remain firm throughout the contract, while the interest rate fluctuates in line with the prime rate.

20.3 Bidders must duly complete SBD 3.3, including all the factors influencing price adjustments.

20.4 Bidders must reflect all prices in Annexure "A", and not anywhere else in their bid proposal.

20.5 Bidders **MUST** quote for **ALL** items as per the attached Annexure "A" Pricing and Interest must express prices for their services in South African currency (Rand and cents). Failure to price for any item in Annexure "A" Pricing and Interest will render the bid offer non-responsive.

20.6 Where the bidder is not able to render the service, the bidder must disclose the item as **Not Applicable (N/A),** which will render the bid offer non-responsive.

20.7 Where the unit price is expressed as a percentage (%), bidders must calculate the total annual cost in Rands and Cents.

20.8 Price offer of R0.00 (zero Rands and Cents) will be construed to mean that the service will be provided at no cost.

20.9 Pricing and interest rates for NCPG Account shall apply to all other accounts opened by the NCPT.

21 EVALUATION AND SELECTION CRITERIA

In line with the PPF Regulations of 2022, NCPT will hereby be applying price and specific goal as a criteria to advance the objectives of the department.

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

Mandatory requirements (Gate 1)	Functionality Evaluation Criteria (Gate 2)	Price and BBBEE (Gate 3)
Bidder(s) must submit all documents as outlined in the table below. Only Bidder(s) that comply with mandatory requirements will proceed to Gate 2.	Bidder(s) are required to achieve a minimum of 80 points out of 100 to proceed to Gate 3	Bidder(s) will be assessed on price and Specific goals.

21.1 Gate 1: Mandatory Requirements

Without limiting the generality of the NCPT's other critical requirements for this bid, prospective bidder(s) must submit the documents listed in the table below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase, bidder(s)' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Documents that must be submitted	Non-submission will result in disqualification	
Invitation to Bid – SBD 1	**YES**	Complete and sign the supplied pro forma document.
Bidders Disclosure Form – SBD 4	**YES**	Complete and sign the supplied pro forma document.
Registration on Central Supplier Database (CSD)	**YES**	• Bidder(s) must be registered as a service provider on the CSD. • If a bidder is not registered, proceed to complete the registration of your company prior to submitting your proposal.

REQUEST FOR PROPOSALS FOR THE PROVISION OF COMMERCIAL BANKING SERVICES TO THE NORTHERN CAPE PROVINCIAL GOVERNMENT

Documents that must be submitted	Non-submission will result in disqualification	
		• Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration and CSD Master Registration Number (MAAA…)
Registration with the South African Registrar of Banks	**YES**	Proof of registration with the South African Registrar of Banks.
Registration with the Financial Sector Conduct Authority	**YES**	Proof of registration with the Financial Sector Conduct Authority (FSCA)
Registration with the Payment Association of South Africa (PASA)	**YES**	Proof of registration with the Payment Association of South Africa (PASA)
Registration with Automated Clearing Bureau	**YES**	Proof of registration with Automated Clearing Bureau (BankServ)
Pricing Schedule Annexure A	**YES**	Submit full details of the pricing proposal as per **Annexure A**
Tax Status **Tax Clearance Certificate**	**NO**	In the event where the bidder submits a copy of the Tax Clearance Certificate, the Central Supplier Database (CSD) verification as well as SARS e-filing verification outcome will take precedence. At award, the successful bidder must be tax compliant on CSD and/ or SARS e-filling.
Preference points claim form – SBD 6.1	**NO**	Bidder(s) are required to prove the specific goal by providing the department with relevant supporting documents.
Contract Form – Rendering of services SBD 7.2	**NO**	Bidder(s) undertake to render services described in the attached bidding documents.

NCPT reserves the right to independently (self or through a service provider) verify any information provided by the bidder.

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21.2 Gate 2: Functionality Evaluation Criteria = 100 points

All bidder(s) are required to respond to the functionality evaluation criteria scorecard as indicated below. Only bidder(s) that have met the mandatory (Gate1) requirements will be evaluated in Gate 2 for functionality.

A bidder that scores less than 80% for functionality will be regarded as non-responsive and will be disqualified. All bidder(s) who receive 80% and more for functionality will further be evaluated on points for price and specific goals.

The criteria that will be considered for determining functionality include:

	CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
1	Service Quality	***Bidders will be scored based on the number of trade reference letters provided and number of years of experience in the public sector***	*15*
1.1	Experience of the bank in public sector banking at the provincial sphere of government	Bidders to attach company profile indicating number of years (with clear start and end dates) in public sector banking at the provincial sphere of government with contactable reference(s). Bidders to attach **letter(s) of award** with specified period from respective provinces to support number of years of experience indicated on the company profile.	*10*
1.2	Written Trade References	Bidders to submit written trade **references** on the Client's letterhead in public sector banking. (not older than 5 years).	5
2.	Management Expertise		10
2.1.	Relationship Management Team with public sector banking	Bidders to attach a list of Relationship Management Team indicating full names, Identity Numbers, qualifications, designation/portfolio	*5*

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	experience at the provincial sphere of government	and location (where the team member is based) in the company as outlined in item 16.3.9.6 of the ToR. Bidders to attach accompanying Curriculum Vitae's (CV's) to support the above list.	
2.2.	Average experience of the Relationship Management Team with public sector banking experience at the provincial sphere of government	Bidders to attach curriculum vitae for Relationship Management Team in line with item 2.1. (of this document) indicating number of years (with clear start and end dates) within public sector banking at the provincial sphere of government with contactable references.	5
3.	Technological capabilities	**Bidders to submit a proposal demonstrating the ability to: -**	70
3.1.	Interfacing of bank accounts	Automate interface between bank systems and government financial system.	10
3.2.	Sweeping between nominated bank accounts	Automate sweeping between nominated bank accounts.	5
3.3.	Net Set-off arrangement /CashMan	Automate configuration of provincial government bank accounts profile in a set-off arrangement.	15
3.4.	ACB Limits		10
3.4.1	Setting of ACB Limits	Set ACB limit	5

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3.4.2	Adjustment of ACB Limits	Adjust both Item and Aggregate ACB Limits within timelines as and when required.	5
3.5.	Automated submission and processing of Bank Credit Transfers (BCT's)	Automate BCT submission and processing in real time.	5
3.6.	Real time processing of transactions	Provide real time processing of transactions to reflect same day in the payees' accounts.	5
3.7.	Payment recalls	To recall erroneous payments within set timelines.	5
3.8.	Geographical Spread – Northern Cape Province	Bidders must attach a list of branches per district, indicating the physical address for each branch as proof of means of verification.	10
3.8.1	Number of branches per district	Bidders must attach a list of branches per district, indicating the physical address for each branch as proof of means of verification.	5
3.8.2	Number of ATMs per district	Bidders must attach a list of ATMs per district, indicating the physical address for each ATM as proof of means of verification.	5
3.9.	Query Management	Provide query management system that track the turnaround times.	2.5
3.10	Cash Collection	Provide daily cash collection	2.5
4	Corporate Social Investment	Bidders to indicate the previous initiatives done within the province	5
TOTAL			100

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21.3 Gate 3: Evaluation of price (90) points and Specific Goal (10)

Only Bidders that have met the 80-point threshold in functionality criteria will be evaluated on points for price and Specific Goal. Price and Specific Goal will be evaluated as follows:

21.4 SPECIFIC GOALS POINTS TO BE AWARDED TO BIDDERS

No.	Specific Goal	Points
1	Demonstrated initiatives aimed at expanding financial inclusion and banking accessibility within rural and underserved communities in the Northern Cape Province	2
2	Demonstrated commitment to youth employment, learnerships, and skills development initiatives within the Northern Cape Province	2
3	Support for SMMEs, local suppliers, and enterprise development initiatives within the Northern Cape Province	3
4	Upliftment of communities through housing, transport, schools, infrastructure, donations, and charitable initiatives.	3

Stage 1 – Price Evaluation (90 Points)

Criteria	Specific Goal Allocation
Price Evaluation $Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$	10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

Stage 2 – Specific Goal (10 Points)

Specific Goal Points allocation

A maximum of 10 points may be allocated to a bidder for attaining their specific status level of contributor in accordance with the table above.

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Specific goals points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1);
- Bidders' proposal should include proof of initiatives undertaken in the Northern Cape Province.

22 GENERAL CONDITIONS OF CONTRACT

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

a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which NCPT is prepared to enter into a contract with the successful Bidder(s).

b. The bidder submitting the General Conditions of Contract to NCPT together with its bid, duly signed by an authorised representative of the bidder.

23 CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date, with the maximum price adjustment of the Consumer Price Index (CPI) Headline Inflation.

24 SERVICE LEVEL AGREEMENT

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

25 SPECIAL CONDITIONS OF THIS BID

NCPT reserves the right:

a. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

b. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

c. To accept part of a tender rather than the whole tender.

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d. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

e. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

f. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

g. Award to multiple bidders based either on size or geographic considerations.

26 NCPT REQUIRES BIDDER(S) TO DECLARE

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

Confirm that the bidder(s) is to: –

a. Act honestly, fairly, and with due skill, care and diligence, in the interests of NCPT;

b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

c. Act with circumspection and treat NCPT fairly in a situation of conflicting interests;

d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;

e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with NCPT;

f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;

g. To conduct their business activities with transparency and consistently uphold the interests and needs of NCPT as a client before any other consideration; and

h. To ensure that any information acquired by the bidder(s) from NCPT will not be used or disclosed unless the written consent of the client has been obtained to do so.

27 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

NCPT reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of NCPT or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

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

28 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The bidder should note that the terms of its proposal will be incorporated in the proposed contract by reference and that NCPT relies upon the bidder's proposal as a

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material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

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

29 PREPARATION COSTS

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

30 INDEMNITY

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

31 PRECEDENCE

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

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32 LIMITATION OF LIABILITY

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

33 TAX COMPLIANCE

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

34 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

35 GOVERNING LAW

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

36 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that NCPT allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and NCPT will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

37 CONFIDENTIALITY

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

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by NCPT remain proprietary to NCPT and must be promptly returned to NCPT upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure NCPT's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

38 NCPT PROPRIETARY INFORMATION

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

39 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (**NCPT/02/2026/27**) the NCPT may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

Approved by:

Dr. M Gasela
Head Of Department
Date: 05/08/2026.

PRICE SCHEDULE FORM - ANNEXURE A

NB: Use ink, preferably black, to fill in the information applicable to the specific required price schedule

BID NO: NCPT/02/2026/27: REQUEST FOR PROPOSALS FOR THE PROVISION OF COMMERCIAL BANKING SERVICES TO THE NORTHERN CAPE PROVINCIAL GOVERNMENT FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO EXTEND FOR A FURTHER PERIOD THAT MAY NOT EXCEED TWENTY-FOUR (24) MONTHS, SERVICES TO COMMENCE ON 1st FEBRUARY 2027 OR NEGOTIATED DAT

1. The estimated transactional volumes and estimated average daily credit bank balance are only provided to assist bidders in determining their ability to handle the volume and complexity of the business requirement and should only be used as a guide and relied upon in the context of completing the bid. **These estimates do not guarantee the actual volumes or sales mix.**

2. In line with paragraph 20 of the Terms of Reference, bidders are expected to price for **ALL** items in this Pricing and Interest Schedule, which includes services that the bidder will outsource. Failure to price for any item as per the Pricing and Interest and Schedule, the bid offer will be considered non-responsive. Price offer of R0.00 (zero Rands) will be construed to mean that the service will be provided at no cost. Failure to comply will result in the disqualification of the bid.

3.Where the bidder is not able to render the service, the bidder must disclose the item as Not Applicable (N/A), which will render the bid offer non-responsive.

4. Cost Price and Interest and will have a major influence on decision-making at the time of considering the awarding of the bid. Therefore, bidders are required to price for all the items listed in the table below: -

PART A: BANKING COST

Item No.	Items Description	Cost per unit (VAT inclusive)			Estimated Annual Transaction Volumes/ Value	Total Annual Cost (Cost per Item x Estimated Transaction Volumes/ Value)
		Rand	Cents	Percentage (%)		
1	**Deposits**					
1.1	**Deposit books**					
1.1.1	Self-carbon 50-page book, each page in triplicate, A4				600	R -
1.2	**Cash deposit fee per transaction**					
1.2.1	Over the Counter/Branch Deposits (Quote per R100 deposit)				1	0
1.2.2	ATM Deposit fee by clients of Client Departments (Quote per R100 deposit)				1	0
2.	**Merchant Services - Point of sale**					

2.1	**Merchant Services (Card Present) (dual network as and when required)**						
2.1.1	**Point of Sale Device Rental**						
2.1.1.1	Installation fee per device				70	R	-
2.1.1.2	Monthly rental per device (Mobile) (840 = 70 devices x 12 months)				840	R	-
2.1.2	**Merchant Commission Fees (Card Present)**						
2.1.2.1	Credit cards			0%	R25 000 000,00		0
2.1.2.2	Debit Cards			0%	R15 000 000,00		0
2.1.2.3	Other special cards			0%	R 250 000,00		0
2.2	**Merchant Services (Card Not Present)**						
2.2.1	Integration fee per online service system				1	R	-
2.2.2	Monthly service fee per online service system				12	R	-
2.2.3	Online Merchant commission fee (Card not present)						
2.2.3.1	Credit cards			0%	R1 000 000,00	R	-
2.2.3.2	Debit Cards			0%	R500 000,00	R	-
2.2.3.3	Other special cards			0%	R250 000,00	R	-
3.	**Deposit identifier**						
3.1	**Set-up Fee Per Account** - Free Format Deposit Identifier per account 38 Accounts = 38 Revenue Accounts (Health, Safety and Agriculture)				38	R	-
3.2	**Set-up Fee Per Account** - Customer Deposit Identifier (CDI) per account 38 Accounts = 38 Revenue Accounts (Health, Safety and Agriculture)				38	R	-

3.3	**Set-up Fee Per Account** - Client Departments' Customised Receipt Referencing Rules per account 38 Accounts = 38 Revenue Accounts (Health, Safety and Agriculture)– **for Bidder's clients' deposits only**			[redacted]	38	R	-
3.4	**Set-up Fee Per Account** - Client Departments' Customised Receipt Referencing Rules per account 38 Accounts = 38 Revenue Accounts (Health, Safety and Agriculture)– **including Agent Banks' clients**			[redacted]	38	R	-
3.5	**Ad-Hoc Amendment fee** - Client Departments' Customised Receipt Referencing Rules per account			[redacted]	1	R	-
4.	**Payments**	[redacted]					
4.1	**ACB Transactions**						
4.1.1	**User fee per Bankserv Code**						
4.1.1.1	Set-up fee (12 Accounts = 11 PMG + 1 Exchequer)			[redacted]	12	R	-
4.1.1.2	Loading of additional user code as and when required			[redacted]	1	R	-
4.1.1.3	Monthly fee 144 = (12 Accounts = 11 PMG + 1 Exchequer x 12 months)			[redacted]	144	R	-
4.2	**Transaction Processing**	[redacted]					
4.2.1	Fee per transaction (24 000 = 2000 transactions x 12 months)			[redacted]	24 000	R	-
4.2.2	Error processing as and when occurs			[redacted]	1	R	-
4.3	**Setting of limits**	[redacted]					
4.3.1	Initial limits 65 = [(11 PMG + 1 Exchequer) x 5 ACB limit sets] (Disbursement run per month)			[redacted]	65	R	-

4.3.2	Future adjustment of Item Limit as and when exceeded			[redacted]	1	R	-
4.3.3	Future adjustment of the Aggregate Limit as and when exceeded			[redacted]	1	R	-
4.3.4	Future adjustment of Provincial Facility Limit as and when exceeded			[redacted]	1	R	-
4.4	**Rejection/Unpaid fee**	[redacted]					
4.4.1	Single item (as and when occurs)			[redacted]	1	R	-
4.4.2	Aggregate/Batch (as and when occurs)			[redacted]	1	R	-
4.5	**Payment recall instruction**	[redacted]					
4.5.1	**Recall prior action date (early recall)**						
4.5.1.1	Single item recall as and when required			[redacted]	1	R	-
4.5.1.2	Batch recall as and when required			[redacted]	1	R	-
4.5.2	Recall **after** the action date of payment (late recall)	[redacted]					
4.5.2.1	Successful recall			[redacted]	1	R	-
4.5.2.2	Unsuccessful recall			[redacted]	1	R	-
4.6	**Payment reports per run**	[redacted]					
4.6.1	Payments report (VET report) 924= {(7 runs x 11 Departments) x 12 months}			[redacted]	924	R	-
4.6.2	Payment rejections report (EF70) 924= {(7 runs x 11 Departments) x 12 months}			[redacted]	924	R	-
5	**Online banking system**	[redacted]					
5.1	**Online banking set-up**						
	Set-up fee (per bank account)			[redacted]			

5.1.1	83 Accounts = 11 PMG+1 Exchequer +3 Control Accounts +29 Petty Cash accounts +38 Revenue Accounts + 1 Debt Collection)				83	R	-
5.2	**Maintenance of user profiles by the bank**						
5.2.1	User registration (332 = (83 accounts x 4 users)				332	R	-
5.2.2	Password reset (as and when required) (2 490 = (83 accounts x 30 users)				2490	R	-
5.2.3	User re-activation (as and when required) (332= (83 accounts x 30 users)				2490	R	-
5.3	**Maintenance of user profiles (Self-administration by the Principal)**						
5.3.1	User registration (332 = (83 accounts x 4 users)				332	R	-
5.3.2	Password reset (as and when required) (332 = (83 accounts x 4 users)				332	R	-
5.3.3	User reactivation (as and when required) (332 = (83 accounts x 4 users)				332	R	-
5.4	**Bank credit transfers (BCT) - (pay same day)**						
5.4.1	Payments > R1 million manual submission (1200= 10 BCT x 12 months)				1 200	R	-
5.4.2	Payments < R1 million manual submission (as and when required)				1	R	-
5.4.3	Payments > R1 million automated submission (2 040 = 170 BCTs x 12 months)				2 040	R	-
5.4.4	Payments < R1 million automated submission (as and when required)				1	R	-
6	**Bank statements**						

6.1	Email statements (PDF) (21331 = 83 accounts x 257 days)				21 331	R	-
6.2	Duplicate statements (per statement) as and when required within 180 days				1	R	-
6.3	Duplicate statements (per statement) as and when required after 180 days				1	R	-
6.4	Online bank statements (min 180 days) (83 Accounts = 11 PMG+1 Exchequer +3 Control + 29 Petty Cash Accounts +38 Revenue accounts + 1 Debt Collection Account)				83	R	-
6.5	Duplicate statement after the lapsing of the contract (per statement) as and when required				1	R	-
7	**Account holder verifications**						
7.1	**Per transaction verification**						
7.1.1	Per transaction (accounts within the bank)				1	R	-
	Per transaction (accounts with other banks)				1	R	-
7.2	**Bulk verification**						
7.2.1	Bulk verification (accounts within the bank)				1	R	-
7.2.2	Bulk verification (accounts with other banks)				1	R	-
8	**Account handling fee**						
8.1	Monthly fee per account (996 = 83 accounts x 12 months)				996	R	-
8.2	Handling of queries (as and when required)				1	R	-
8.3	Audit certificate fee per account (12 = 12 accounts x 1 per year)				12	R	-
8.4	Forex fee per transaction				1	R	-
9	**Sweeping Fee (Revenue Accounts)**						

9.1	Set-up fee (Once off) (41 Accounts = (3 Control Accounts+38 Revenue Accounts)				41	R -
9,2	Sweeping fee per account per month (456 = 38 accounts x 12 months)				456	R -
10.	**Petty Cash Account (as and when required)**					
10.1	Card activation fee 29 x Petty Cash Cards				29	R -
10.2	Transaction fee				1	R -
10.3	Administration fee 29 x Petty Cash Cards				29	R -
10.4	Card replacement fee				1	R -
11	**Cash-in-Transit (CiT) as and when required**					
11.1.	***Cash Drop Box***					
11.1.1	Installation Fee (1 device once-off)				1	0
11.1.2	Monthly Rental (1 device x 12)				12	0
11.2	***Monthly collection Fee (from 38 revenue collection sites to the nearest cash processing centre)***	**Cost per month** **Rand**	**Cents**		**Number of Months**	
11.2.1	1 Site with one (1) weekly collection for 52 weeks p.a.				12	0
11.2.2	1 Site with two (2) weekly collections for 52 weeks p.a.				12	0
11.2.3	1 Site with three (3) weekly collections for 52 weeks p.a.				12	0
11.2.4	1 Site with four (4) weekly collections for 52 weeks p.a.				12	0
11.2.5	1 Sites with five (5) weekly collections 52 weeks p.a.				12	0
		Cost per unit **Rand** **Cents**				

11.2.6	Ad-Hoc collections once-off				1	R	-
11.3	***Cash processing***						
11.3.1	Cash Processing fee per month				12	R	-
12.	**Bank Note Counting and Fake Bank Note Detecting Devices (as and when required)**						
12.1	**Outright Purchase Option**						
12.1.1	**Portable Fake Note Detector (UV light): Outright Purchase option, including installation.**				1	R	-
12.1.2	**Portable Note Counter and Fake Note Detector: Outright Purchase option, including installation and maintenance.** (LCD display, automatic multi-currency cash banknote counter machine with UV MG counterfeit detector external display panel)				1	R	-
13.	**Petty Cash and Fleet Card (as and when required)**						
13.1	Annual card fee (per card) (29 Petty Cash Cards + 10 Fleet Cards)				39	R	-
				%			
13.2	Card replacement fees (per card)				1	R	-
13.3	Handling of queries (only queries born out of the error of the client department) as and when required (per transaction)	R -			1	R	-
	TOTAL COST (ITEMS 1 TO 13)					R	-

PART B: INTEREST

Items Description	Annual Interest Rate linked to Prime (Prime – interest rate)	Estimated Average Daily Balance	Total Daily Compounded Interest for the year (to be calculated using the Compound Interest formula below)

Interest on credit balance (favourable current account balance)		R 2 000 000,00	R -

NB: For the purpose of the evaluation, the Principal will use the Prime Rate applicable on the date of evaluation to determine the interest rate offered by the bidder, should there be a change in the prime rate at the time of evaluation.

$^*\text{Interest} = [50\ 000\ 000\ (1+{}^{r}/_{365})^{365 \times 1}] - 50\ 000\ 000$

r = Prime linked interest rate (decimal)

PART C: TOTAL BID NET BENEFIT

TOTAL NET BENEFIT = {[3 * (PART B - PART A)]}	R -

	TOTAL PRICE INCLUSIVE OF VAT
TOTAL BID PRICE FOR YEAR 1	R -
TOTAL BID PRICE FOR YEAR 2	R -
TOTAL BID PRICE FOR YEAR 3	R -
GRAND TOTAL PRICE FOR 3 YEARS	R -

BIDDER'S DETAILS	
COMPANY NAME	
ADDRESS	
PRINT NAME & SURNAME OF BIDDER	
SIGNATURE	

GATE: 2 TECHNICAL REQUIREMENTS

Bidders must score minimum of 80 points out of 100 in order to proceed for further evaluation in Gate 3 (Price and Preference Points).

The bid will be evaluated on Technical Requirements as follows: -

Folio No.	Criterion	Weights	Evidence (Failure to attach the means of verification, the bidder(s) will not be eligible to get points)
1.	**Service quality**	***15***	Bidders to attach company profile indicating number of years (with clear start and end dates) in public sector banking at the provincial sphere of government with contactable reference(s). Bidders to attach **letter(s) of award** with specified period from respective provinces to support number of years of experience indicated on the company profile.
1.1.	**Experience of the bank in public sector banking at the provincial sphere of government**	***10***	
1.1.1	Less than 3 years	*1*	
1.1.2	From 3 years to 5 years	*3*	
1.1.3	Greater than 5 years to 10 years	*4*	
1.1.4	Greater than 10 years	*5*	
1.2.	**Service References**	**5**	Bidders to attach **Reference Letters** on the Client's letterhead in public sector banking.
1.2.1	1-2 reference letters	1	
1.2.2	3-4 reference letters	3	
1.2.3	5 and above	5	
2.	**Management Expertise**	**10**	Bidders to attach a list of Relationship Management Team indicating full names, Identity Numbers, qualifications, designation/portfolio and location (where the team member is based) in the company as outlined in item 11.3.9.6 of the ToR. Bidders to attach accompanying Curriculum Vitae's (CV's) to support the above list.
2.1.	**Relationship Management Team with public sector banking experience at the provincial sphere of government**	***5***	
2.1.1	Not having a full Relationship Management Team	1	
2.1.2	Full Relationship Management Team	5	

2.2.	**Average experience of the Relationship Management Team with public sector banking experience at the provincial sphere of government**	***5***	Bidders to attach curriculum vitae for Relationship Management Team in line with item 2.1. (of this document) indicating number of years (with clear start and end dates) within public sector banking at the provincial sphere of government with contactable references.
2.2.1	Less than 3 years	*1*	
2.2.2	From 3 years to 5 years	*3*	
2.2.3	Greater than 5 years	5	
3.	**Technological capabilities**	***70***	**Bidders to submit a proposal demonstrating the ability to: -**
3.1.	**Interfacing of bank accounts**	***10***	Automate interface between bank systems and government financial system.
3.1.1	Electronic banking system not interfacing with government financial system.	1	
3.1.2	Electronic banking system interfacing with government financial system.	5	
3.2.	**Sweeping between nominated bank accounts**	***5***	Automate sweeping between nominated bank accounts.
3.2.1	No automated sweeping between nominated bank accounts.	1	
3.2.2	Automated sweeping between nominated bank accounts.	5	
3.3.	**Net Set-off arrangement /CashMan**	***15***	Automate configuration of provincial government bank accounts profile in a set-off arrangement.
3.3.1	No automated set-off arrangement.	1	
3.3.2	Automated set-off arrangements.	5	
3.5.	**ACB Limits**	***10***	
3.5.1	**Setting of ACB Limits**	***5***	Set ACB limit
3.5.1.1	Unable to set ACB Limits	*1*	
3.5.1.2	Able to set ACB Limits	*5*	

3.5.2	**Adjustment of ACB Limits**	**5**	Adjust both Item and Aggregate ACB Limits within timelines as and when required.
3.5.2.1	Unable to adjust ACB Limits by 11h30 a day after the payment run.	1	
3.5.2.2	Able to adjust ACB Limits by 11h30 a day after the payment run.	5	
3.6.	**Automated submission and processing of Bank Credit Transfers (BCT's)**	**5**	Automate BCT submission and processing in real time.
3.6.1	Inability to automate BCT submission and processing	1	
3.6.2	Ability to automate BCT submission and processing	5	
3.7.	**Real time processing of transactions**	**5**	Provide real time processing of transactions to reflect same day in the payees' accounts.
3.7.1	No real time processing of transactions.	1	
3.7.2	Real time processing of transactions.	5	
3.8.	**Payment recalls**	**5**	To recall erroneous payments within set timelines.
3.8.1.	Unable to recall payments	1	
3.8.2.	Able to effect recalls submitted by 12H00 a day before the action date	5	
3.9.	**Geographical Spread – Northern Cape Province**	**10**	Bidders must attach a list of branches per district, indicating the physical address for each branch as proof of means of verification.
3.9.1	**Number of branches per district**	**5**	
3.9.1.1	Less than three branches per district	1	
3.9.1.2	Three branches per district	3	
3.9.1.3	More than three branches per district	5	
3.9.2	**Number of ATMs per district**	**5**	Bidders must attach a list of ATMs per district, indicating the physical address
3.9.2.1	Less than ten ATMs per district	1	

3.9.2.2	Ten ATMs per district	3	for each ATM as proof of means of verification.
3.9.2.3	More than ten ATMs per district	5	
3.10.	**Query Management**	***2.5***	Provide query management system that track the turnaround times.
3.10.1	No automated query management system.	1	
3.10.2	Automated query management system.	5	
3.11	**Cash Collection**	**2.5**	Provide daily cash collection
3.11.1	No daily collection	1	
3.11.2	Daily Collection	5	
4	Corporate Social Investments	5	Bidders to indicate the previous initiatives done within the province
4.1	No proof of previous initiatives submitted	1	
4.2	Submitted proof of initiatives	5	
TOTAL		**100**	

IMPORTANT NOTICE

NOTE 1

PLEASE NOTE THAT THIS BID CLOSES ON

THE 28 AUGUST 2026 @ 11:00

Submission of tenders is on E-Submission ONLY ON

Website: https://www.etenders.gov.za

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTHERN CAPE PROVINCIAL TREASURY					
BID NUMBER:	**NCPT/02/2026/27**	CLOSING DATE:	**28 August 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**REQUEST FOR PROPOSALS FOR THE PROVISION OF COMMERCIAL BANKING SERVICES TO THE NORTHERN CAPE PROVINCIAL GOVERNMENT FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO EXTEND FOR A FURTHER PERIOD THAT MAY NOT EXCEED TWENTY-FOUR (24) MONTHS, SERVICES TO COMMENCE ON 1st FEBRUARY 2027 OR NEGOTIATED DATE**				
SUBMISSION OF TENDERS: E SUBMISSION ONLY ON:					
Website: https://www.etenders.gov.za					
BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO					
E-MAIL ADDRESS	**bankingtender@ncpt.gov.za**				

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

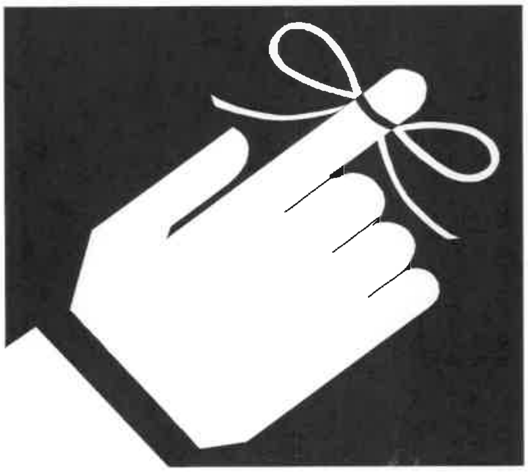
SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………
(Proof of authority must be submitted e.g. company resolution)

DATE: ……………………………

IMPORTANT NOTICE

NOTE 2



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

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

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

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

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

....

....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

....

....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………	………………………………………………
Signature	Date
…………………………………	………………………………………………
Position	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

The applicable preference point system for this tender is the 90/10 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**90**
SPECIFIC GOALS	**10**
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

3.1.1. POINTS AWARDED FOR PRICE

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

90/10

Type equation here. $$Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
1.Demonstrated initiatives aimed at expanding financial inclusion and banking accessibility within rural and underserved communities in the Northern Cape Province	2	

2. Demonstrated commitment to youth employment, learnerships, and skills development initiatives within the Northern Cape Province	**2**	
3. Support for SMMEs, local suppliers, and enterprise development initiatives within the Northern Cape Province	**3**	
4. Upliftment of communities through housing, transport, schools, infrastructure, donations, and charitable initiatives.	**3**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm...

4.4. Company registration number: ....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

……………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……………………………………………………………

DATE: ……………………………………………………………

ADDRESS: ……………………………………………………………

……………………………………………………………

……………………………………………………………

……………………………………………………………

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)**Northern Cape Provincial Treasury** in accordance with the requirements and task directives / proposals specifications stipulated in RFP Number **NCPT/02/2026/27** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

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

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

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

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

NAME (PRINT) ……………………………

CAPACITY ……………………………

SIGNATURE ……………………………

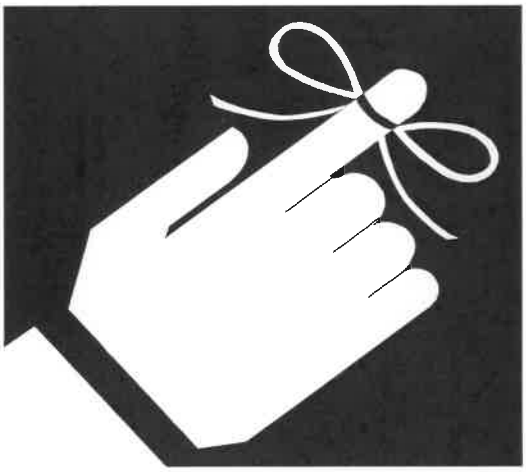
NAME OF FIRM ……………………………

DATE ……………………………

WITNESSES
1 ……………………………………
2 ……………………………………
DATE: ………………………………

IMPORTANT NOTICE

NOTE 3



CLARITY SEEKING QUESTIONS

CLARITY SEEKING QUESTIONS TO BE SENT IN WRITING BY BIDDERS TO : bankingtender@ncpt.gov.za

DATE: 12-20 AUGUST 2026

WRTTERN RESPONSES TO ALL PROSPECTIVE BIDDERS WILL BE CIRCULATED TO ALL PROSPECTIVE BIDDERS ON: 24 AUGUST 2026

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THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

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

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

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

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