



INVITATION TO BID

**PROVISIONING OF COMMERCIAL BANKING
SERVICES INVOLVING ACCOUNTS FOR THE
EXCHEQUER AND PAYMASTER-GENERAL FOR A
PERIOD OF FIVE (5) YEARS**

BID NUMBER: FSPT009/2021/22

ISSUED DATE: 09 February 2022

Compulsory Virtual Briefing Session

Date: 02 March 2022

Venue: Via MS Teams

Time: 10h00 am

CLOSING DATE: 08 MARCH 2022 AT 11h00 AM

SUBMIT TENDER DOCUMENT

**TO
OR**

**POSTAL ADDRESS:
HEAD OF DEPARTMENT: FREE STATE PROVINCIAL TREASURY**

PRIVATE BAG X 20537, BLOEMFONTEIN, 9300

**TO BE DEPOSITED IN
A TENDER BOX AT GROUND
FLOOR,
FIDEL CASTRO BUILDING
55 MIRIAM MAKEBA &
MARKGRAAF STREETS,
BLOEMFONTEIN**

TENDERER: (Company address and Stamp)

**COMPILED BY:
FREE STATE DEPARTMENT OF TREASURY**

Bid Submission Checklist

Bidders are required to complete the following checklist and to submit it with their bids:

Please note that all the information listed below should be included in the bid.

No	Requirement	Compliant? (Tick <input checked="" type="checkbox"/> in appropriate box)	
		Yes	No
1	SECTION 1		
1.1	Invitation Letter		
1.2	Invitation to Bid: SBD 1		
1.3	Registration with Central Supplier Database as per National Treasury SCM Instruction 4A of 2016/17		
1.4	Pricing Schedule – SBD 3.2		
1.5	Declaration of Interest: SBD 4		
1.6	Preference Points Claim Form: SBD 6.1		
1.7	Declaration of bidder's past Supply Chain Management practices: SBD8		
1.8	Certificate of independent bid determination: SBD 9		
1.9	Definitions and Terms		
1.10	Bid Conditions and Rules		
1.11	General Conditions of Contract		
1.12	Briefing Session Attendance Certificate		
1.13	B-BBEE Certificate		
1.14	Tax Compliance Status Pin		
2	SECTION 2		
2.1	Bid Specification		
2.2	Sustainable Procurement		
2.3	Administrative Compliance		
2.4	Bid Evaluation Criteria		
3	SECTION 3		
3.1	Special Bid Conditions that the bidder must accept (Compulsory To Complete)		

SECTION 1

FREE STATE PROVINCIAL TREASURY

Attention is drawn to a notice published in the Free State Provincial Tender Bulletin No 84...
Dated 09 February 2022 inviting tenders for the under mentioned Services and Supplies:

SERVICE:

PROVISION FOR BANKING SERVICES FOR THE FSPG.

Bids are invited from suitable Commercial Banks approved by National Treasury in terms of Section 7 of PFMA (Act No. 1 of 1999, as amended) for the provision of banking services to the FSPG in respect of the following accounts:

- (i) Exchequer Account
- (ii) Paymaster-General Accounts

For a period of five (05) years with the intention to implement the services with effect from a date agreed to by the FSPG and the successful bidder.

Important note:

The following standard bid forms must be duly completed and attached to the bids:

- SBD 1; 3.2; 4; 6.1; 8 & 9.
- The adjudication of bids will be conducted in accordance with the 90/10 Preference Point System in terms of the Preferential Procurement Regulations, 2017.

Payment of a non-refundable bid fee of R1 282.00 (VAT INCLUSIVE) is required. Method of payment is: cash deposit and electronic transfer. Payable to:

“The Free State Provincial Treasury”,

Account Name: FSPG Provincial Treasury

Bank: Standard Bank

Bank Code: 00-55-34

Account Number: 240-322-983

Account Type: Cheque Account

Branch Name: Brandwag Branch, Bloemfontein
OR

Cashier office details: (Payment Methods: Cash or EFT)

Free State Provincial Treasury, Fidel Castro Building, 5th Floor, Room 520, Corner of 55 Miriam Makeba and Markgraaf Streets, Bloemfontein, 9300.

A unique reference number must be obtained prior to deposit at Standard Bank from the following official Ms. Nthabiseng Matlala, office number; 051-405 4049 or 082 750 2726. Free State Provincial Treasury, Fidel Castro Building, 5th Floor, Room 533 on the address stated above.

Interested bidders may obtain bid documents at the address stated below between 08h00 and 16h00 Monday to Friday with effect from 09 February 2022.

NB: Interested bidders can access the bid document free of charge through the eTender Portal at <https://www.etenders.gov.za>

Faxed, emailed or late bid documents will not be considered. Bid documents must be delivered on or before the closing time and date to the venue which is as follows:

Physical Address: The Tender box is situated at the Fidel Castro Building, Ground Floor, Corner of 55 Miriam Makeba and Markgraaf Streets, Bloemfontein, 9300.

Postal Address: Clearly marked bid documents denoting the bid number and closing date may be posted before the closing time and date to:
Mr. M.A Machela, Private Bag X20537, Bloemfontein, 9300.

All enquiries may be directed to: BT2022@treasury.fs.gov.za

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FREE STATE PROVINCIAL GOVERNMENT					
BID NUMBER:	FSPT009/2021/22	CLOSING DATE:	08 March 2022	CLOSING TIME:	11:00
DESCRIPTION	PROVISIONING OF COMMERCIAL BANKING SERVICES INVOLVING ACCOUNTS FOR THE EXCHEQUER AND PAYMASTER – GENERAL FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN A TENDER BOX SITUATED AT (STREET ADDRESS)					
FIDEL CASTRO BUILDING, GROUND FLOOR					
Cnr MARKGRAAF AND MIRIAM MAKEBA STREETS					
BLOEMFONTEIN					
9300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. D Maela		CONTACT PERSON	Mr. S Mngoma	
TELEPHONE NUMBER	051 405 4144		TELEPHONE NUMBER	082 855 2218	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	BT2022@treasury.fs.gov.za		E-MAIL ADDRESS	BT2022@treasury.fs.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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 DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR 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, 2017, 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:

:

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

PRICING SCHEDULE					
All prices shall be VAT inclusive. The cost schedule must be completed in full.					
ACCOUNT CHARGES					
ITEM NO.	DESCRIPTION	Unit of Measure	Estimated QTY / Transactions	Unit Price (Vat Incl.)	Total (Vat Incl.)
			A	B	A x B = C
1	Deposits				
1.1	Unique MICR encoded (50 forms in triplicate)	Per book	50		
1.2	Error in casts	Per deposit	100		
1.3	Items received but not listed	Per item	100		
1.4	Fees for postal and money orders (in addition to cash deposit fee)	%	R1000		
1.4	Example	% of value	R1000	3%	R30
1.5	Cash deposit fee:				
1.5.1	Bulk Cash Centres – per R100	Fee	R10 000		
	Example (R10 000/R100 x R0.50 = R50)	Fee	R10 000	R0.50	R50
1.5.2	Branch Network – per R100	Per R100	R10 000		
1.6	Referenced deposit fees:				
1.6.1	Full validation	Per reference	100		
2	Electronic Fund Transfers				
2.1	Credits:				
2.1.1	SSV / Dated Service	Per transaction	100		
2.2	Debits:				
2.2.1	SSV / Dated Service	Per transaction	100		

3 Interest Rates					
3.1	Monthly management fee	Per month	12		
3.2	Current account debit interest per day	%	R4 Million		
3.2	Example R 4 Million x 7.5% x 1 / 365 days	% of value	R 4 Million	7,5%	R 821,92
3.3	Current account credit interest-tiered rates per day :				
	R5 million or less	%	R4 Million		()
	Above R5 million	%	R6 Million		()
3.3	Example R 4 Million x 7.5% x 1 / 365 days	% of value	R 4 Million	7,5%	(R 821,92)
3.4	Commitment fee for unutilized overdraft facilities	%	R300 Million		
3.5	Overdraft facility fee	%	R300 Million		
3.6	Overnight facility:				
3.6.1	Activation fee	Per activation	5		
3.6.2	Interest rate	%	R10 Million		
3.7	Honouring fee	Per Transaction	5		
3.8	Penalty rate on overdrawn balances (daily)	%	R50 Million		
4 Cash Management					
4.1	Credit Interest Group (CMCR):				
4.1.1	Monthly fee	Per Account	14		
4.2	Cash Management Reports				
4.2.1	Monthly interest report	Per report	15		
4.2.2	Additional daily report	Per report	15		
4.2.3	Additional weekly report	Per report	15		
4.3	Group Back Dating				
4.3.1	Manual Back Dating of Interest - charged	Per transaction	5		
4.4	Ad hoc				
4.4.1	Interest paid/charged other than month-end	%	R1000		
4.4.1	Example	% of value	R1000	3%	R30
5 Manual Payment and Transfers					
5.1	From own accounts per transfer – to linked <i>call</i> accounts in profile	Per transfer	100		
5.2	From own accounts per transfer – other linked accounts	Per transfer	100		
5.3	Other banks	Per transfer	100		

5.4	Salary transfers– own accounts	Per transfer	100		
5.5	Salary transfers– other banks	Per transfer	100		
5.6	Telegraphic transfers (Reserve Bank)	Per transfer	100		
6	Other Banking Services				
6.1	Minimum monthly service fee	Per account	14		
6.2	Amendment to mandates	Per mandate	5		
6.3	Auditor reports: per report (flat fee)	Per report	14		
6.4	Verification of housing guarantees	Per guarantee	20		
6.5	Bankers' Codes:				
6.5.1	Full general (including bank code) - own account	Per report	10		
6.5.2	Full general (including bank code) - other banks	Per report	10		
6.5.3	Full general (including bank code) - international banks	Per report	10		
6.5.4	Bank codes (per code) - own account	Per code	10		
6.5.5	Bank codes (per code) - other banks	Per code	10		
6.5.6	Bank codes (per code) – international banks	Per code	10		
6.6	Certificates of balance: per account	Per account	12		
6.7	Certificate covering interest paid / bank charges	Per certificate	12		
6.8	Account verification – Free State Provincial Treasury to verify entity accounts online:				
6.8.1	Own account	Per entity	100		
6.8.2	Other banks	Per entity	100		
6.9	Letters of good standing	Per letter	14		
6.10	Letters to the embassies for Visa applications	Per letter	4		
7	Queries				
7.1	Queries on deposits – copies of deposits – deposited at branches (correctly captured by branch network) per deposit	Per deposit	100		
7.2	Copies of documents – originally supplied with statements i.e. debit vouchers per document:				
7.2.1	Dated less than 6 months	Per document	100		
7.2.2	Older than 6 months	Per document	100		

7.3	Other transactional queries older than 6 months	Per transaction	100		
8	Statements				
8.1	E-mailed statements per account	Per statement	28		
8.2	Recreated statement per account	Per statement	28		
9	Bank Credit Transfers (BCT) payments - own account				
9.1	Bank Credit Transfers (BCT) payments > R 1 million - BAS/LOGIS	Per BCT	100		
9.2	Bank Credit Transfers (BCT) payments > R 5 million – PERSAL	Per BCT	10		
10	Bank Credit Transfers (BCT) payments to other Banks				
10.1	Bank Credit Transfers (BCT) payments > R 1 million - BAS/LOGIS	Per BCT	100		
10.2	Bank Credit Transfers (BCT) payments > R 5 million – PERSAL	Per BCT	10		
11	Bank Credit Transfers (BCT) payments to other Banks with same day value/clearance				
11.1	Bank Credit Transfers (BCT) payments > R 1 million - BAS/LOGIS	Per BCT	10		
11.2	Bank Credit Transfers (BCT) payments > R 5 million – PERSAL	Per BCT	10		
12	Bank Credit Transfers (BCT) payments < R1 Million - BAS/LOGIS				
13	Stipend (Sub-bank account)				
13.1	Stipend Account payment fee	Per file	10		
13.2	Sweeping transaction	Per transaction	12		
14	Transaction Fees				
14.1	Intra Group Transfers (Exchequer and PMGs)	Per transaction	100		
14.2	Real Time Gross Settlement- Payments >R5 Million	Per transaction	100		
14.3	Real Time Gross Settlement – Payments <R5 Million	Per transaction	100		

ELECTRONIC BANKING					
ITEM NO.	DESCRIPTION	Unit of Measure	Estimated QTY / Transactions	Unit Price (Vat Incl.)	Total (Vat Incl.)
15 Recall fees (subject to BANKSERVE rules)					
15.1	Recalled from own bank warehouse (1 day before action date)	Per file	15		
15.2	Items recalled from own bank warehouse (1 day before action date)	Per item	15		
15.3	Recalled before reaching BANKSERVE	Per file	15		
15.4	Files recalled before reaching BANKSERVE	Per file	15		
15.5	File recalled after reaching BANKSERVE (Reversal)	Per file	15		
16	Disputed Items	Per item	15		
17 Test file:					
17.1	At implementation	Per file	14		
17.2	After implementation	Per file	14		
18 Monthly Access Fee					
18.1	Access charge per BANKSERVE user code	Per code	14		
18.2	Implementation fee / Once off set-up fee	Per code	14		
19	Statement download – set-up fee	Per set up	50		
20	Statement download – per account, per month (flat fee)	Per account, per month	14		
21 Training and support fees					
21.1	User training :				
21.1.1	Initial training	Per session	14		
21.1.2	Additional training	Per session	14		
22 Account Verification					
22.1	Verification of account number and details (per account)	Per account	14		
23 Host to host					
23.1	Set up, Training and Maintenance charged	Once off	1		
23.2	Annual subscription	Monthly	12		

ONLINE / INTERNET BANKING**ACCOUNT CHARGES**

ITEM NO.	DESCRIPTION / SERVICE	Unit of Measure	Estimated QTY / Transactions	Unit Price (Vat Incl.)	Total (Vat Incl.)
24 Monthly Access Fees					
24.1	Access fee – flat fee for 20 users per account	Per account	14		
24.2	Fee per additional user thereafter	Per User	1		
24.3	Additions / Deletions	Per User	10		
24.4	Password re-set (If administrator is not in FSPT)	Per User	10		
24.5	Bank security features / device	Per User	70		
25 Training					
25.1	Initial training	Per session	10		
25.2	Additional training	Per session	10		
26 Onsite support per call-out: (per Client request only, service point in Bloemfontein)					
26.1	Onsite call out fee	Per call	10		
26.2	Mileage above 50km radius	Per kilometer	100 km		
27 Recall fees (subject to BANKSERVE rules):					
27.1	Reversals	Per item	100		
27.2	Disputed Items	Per item	100		
28 Data Storage					
28.1	Statement History				
28.1.1	60 Days	Flat fee per month	12		
28.1.2	90 Days	Flat fee per month	12		
28.1.3	120 Days	Flat fee per month	12		
28.1.4	150 Days	Flat fee per month	12		
28.1.5	180 Days	Flat fee per month	12		
28.1.6	>180 Days	Flat fee per month	12		
29 Other Fees					
29.1	Query fee older than 1 year	Per query	10		
29.2	Reactivation per Administrator	Per instruction	1		

29.3	Reactivation per Online User	Per instruction	10		
29.4	User validation reports	Per report	12		

POINT OF SALE DEVICES (CARD MERCHANT SERVICES)

ITEM NO.	DESCRIPTION/SERVICE	Unit of Measure	Estimated QTY / Transactions	Unit Price (Vat Incl.)	Total (Vat Incl.)
30	Point of Sale Device:				
30.1	Enrolment Fee	Per device	500		
30.2	Stand-alone device				
30.2.1	1-50 device	Per device per month	40		
30.2.2	51-100	Per device per month	60		
30.2.3	101-150	Per device per month	120		
30.2.4	151-200	Per device per month	160		
30.2.5	> 200	Per device per month	220		
30.3	Portable device				
30.3.1	1-50 device	Per device per month	40		
30.3.2	51-100	Per device per month	60		
30.3.3	101-150	Per device per month	120		
30.3.4	151-200	Per device per month	160		
30.3.5	> 200	Per device per month	220		
30.4	Devices including extended pin pad:				
30.4.1	1-50 device	Per device per month	40		
30.4.2	51-100	Per device per month	60		
30.4.3	101-150	Per device per month	120		
30.4.4	151-200	Per device per month	160		
30.4.5	> 200	Per device per month	220		
30.5	Other devices that can be used outside the office				
30.5.1	1-50 device	Per device per month	40		

30.5.3	101-150	Per device per month	120		
30.5.4	151-200	Per device per month	160		
30.5.5	> 200	Per device per month	220		
31 Linkage of more than one device to a GPRS network					
31.1	GPRS Network Installation Fee	Per device	10		
31.2	Monthly fee	Per network device	10		
32 Commission					
32.1	Credit Cards percentage per transaction	% Per transaction	R100		
32.2	Debit Cards percentage per transaction	% Per transaction	R100		
	Example (Also applicable to 35.1 and 36.1)	% Per transaction	R100	1%	R0.01
32.3	Stationery (Tally rolls, etc.)	Per item	500		
33 Training					
33.1	Initial training	Per session	10		
33.2	Additional training	Per session	10		
34 Onsite support per call-out: (per Client request only, service point in Bloemfontein)					
34.1	Onsite call out fee	Per call	10		
34.2	Mileage above 50km radius	Per kilometer	100 km		

FOREIGN EXCHANGE AND TRADE

ITEM NO.	DESCRIPTION/SERVICE	Unit of Measure	Estimated QTY / Transactions	Unit Price (Vat Incl.)	Total (Vat Incl.)
35 Foreign Exchange Payments Received - Bills and Electronic Transfers					
35.1	Commission	% Per transaction	R10 000		
35.2	Minimum Charge	Per transaction	R1000		
35.3	Maximum Charge	Per transaction	R10 000		
36 Foreign Exchange Payments Made - Bills, Drafts and Electronic Transfers					
36.1	Commission	% Per transaction	R10 000		
36.2	Minimum Charge	Per transaction	R1000		
36.3	Maximum Charge	Per transaction	R10 000		
36.4	Electronic (SWIFT)/ Draft Charge	Per transaction	10		
36.5	Unpaid / Return Fee	Per transaction	10		

36.6	Recall or Stop Payment Fee	Per transaction	10		
36.7	Settlement Instructions	Per payment	10		
37 Buying - In Branches					
37.1	Commission	%	R1000		
38 Selling – Branches					
38.1	Commission	%	R1000		
39 Queries					
39.1	0 to 3 Months	Per query	10		
39.2	Longer than 3 months	Per query	10		
40 Past Due Deals					
40.1	Charge per day	Per day	10		
40.2	Admin Fee	Per day	10		
41 Cross border payments invoiced in Rand					
41.1	Commission	%	R1000		

PETTY CASH CARDS

ITEM NO.	DESCRIPTION	Unit of Measure	Estimated QTY / Transactions	Unit Price (Vat Incl.)	Total (Vat Incl.)
42	Annual card fee	Per card	30		
43	Replacement fee	Per card	30		
44	Transaction fee: Withdrawals at Branch	Per transaction	40		
45	Transaction fee deposits				
45.1	EFT	Per deposit	50		
45.2	Cash	Per deposit	50		
46	Statement fees	Per Statement	50		
47	Balance enquiries	Per enquiry	50		
48	Changes to account limits	Per instruction	20		
49	Statement reprint	Per page	20		
50	E-mail statements	Per statement	100		
ESTIMATED GRAND TOTAL					R

NB: Item 3.3 related to Current account credit interest must remain as negative amounts and calculated as such as it relates to interest to be earned by the FSPG.

PRICING CONDITIONS

- a) The quoted price schedule must make provision for pricing structures including VAT. The quoted prices should be as at implementation of contract.
- b) The frequency at which the quoted contract prices as per price schedule will be adjusted must be provided. The specific month and date should be indicated taking into consideration that the prices must be valid for a period of twelve (12) months.

- c) The economic indicators that will be used to determine price increase must be provided.
- d) No additional costs may be added to the already quoted items at a later stage.
- e) In the event a need arises for a service/item that was not included in the original tender the FSPT reserves the right to negotiate with the contractor to include such services/items.
- f) In the case of the bidder providing free services, it must be stated as such i.e **FREE**.
- g) Bidders must at least quote 95% of all items on the pricing schedule. Failure to meet the requirement will lead to disqualification.
- h) Bidders who indicate NOT APPLICABLE / NOT OFFERED / TBA on the pricing schedule will be allocated the highest price of other bidders plus 10%.
- i) Estimated quantities / transactions on the pricing schedule are for the **purpose of evaluation only** and should not be considered as the actual requirement of the FSPG.

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the principal, or persons having a kinship with persons employed by the principal, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the principal, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

2.7 Are you or any person connected with the bidder **YES / NO**

Presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:
Position occupied in the state institution:

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

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

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

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

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

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

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

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

2.9.1 If so, furnish particulars.

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

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

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

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**price**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

9.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>
--

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

BID NO: FSPT 009/2021/22

FREE STATE PROVINCE: PROVINCIAL TREASURY

BID FOR THE PROVISION OF COMMERCIAL BANKING SERVICES INVOLVING ACCOUNTS FOR THE PROVINCIAL EXCHEQUER AND PAYMASTER-GENERAL

Background

The current commercial banking services agreement is set to expire on 31 March 2022. The bid for commercial banking services agreement is to comply with the Provisions of the Public Finance Management Act No. 1 of 1999 (PFMA) and the Preferential Procurement Policy Framework Act No. 5 of 2000 (PPPFA).

The banking accounts consist of at least the Exchequer Bank Account (EBA) and Paymaster General Account (PMG) in respect of each provincial department and trading entity.

1. DEFINITIONS AND TERMS

Scope:

The purpose of this section is to define some of the terms used in this document.

Definitions:

1. In these documents the following words or expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:
 - (a) "Commercial Bank" means a bank registered in RSA and providing commercial banking services that is connected to BANKSERVE and with an extensive branch network.
 - (b) "Contract" means an agreement entered into between the commercial bank and the Free State Provincial Government where the commercial bank has agreed to render commercial banking services as specified in the bid specifications. Such a contract will include all appendices to the main document and must conform to the bid specification.
 - (c) "FSPG" means the Free State Provincial Government or any Person authorized by the Provincial Treasury to act on its behalf.
 - (d) "FSPT" means the Free State Provincial Treasury or any Person authorized by the Provincial Treasury to act on its behalf.
 - (e) "Bidder" means commercial bank which herewith submits a bona fide for the provision of Commercial Banking Services involving the Exchequer and the Paymaster-General Accounts.

- (f) “Exchequer Account” of the Province of Free State (hereafter referred to as the Provincial Exchequer Bank Account). 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 PFMA.
- (g) “Paymaster-General Account” (hereafter referred to as PMG Account). A physical operational bank account and/or bank accounts of provincial departments/trading entities from which payments for goods and services are made.
- (h) “MICR” means Magnetic Ink Character Recognition is a character – recognition technology used mainly by banking industry to ease the processing and clearance of cheques and other documents.

2. Words in singular form shall also include words in the plural and vice versa and words denoting the male gender shall be interpreted as also referring to the female gender where the context permits.

FREE STATE PROVINCIAL TREASURY

BID NO.: FSPT 009/2021/22

1. PROVISION OF COMMERCIAL BANKING SERVICES INVOLVING THE EXCHEQUER AND THE PAYMASTER GENERAL ACCOUNTS

Bids are hereby invited from commercial banks for the provision of Commercial Banking Services for a period of five (05) years from the agreed date with FSPG, with the Province reserving the option to extend the contract should it be deemed necessary on the same terms and conditions.

The bid documents outlining the scope of work, together with the bid forms and appendices to be completed by prospective bidders, are obtainable from SCM Office Room 605, 6th Floor, Fidel Castro Building, 55 Miriam Makeba and Markgraaf Streets, Bloemfontein at a non-refundable cost of R1 282.00 (Incl. VAT).

Completed bid documents in duplicate (with supporting Annexures shall be packaged, sealed, marked and submitted strictly as required in the bid notice) must be deposited in the Bid Box at the Ground Floor, main entrance to the Fidel Castro Building, 55 Miriam Makeba and Markgraaf Streets, Bloemfontein, no later than 11:00 on 08 March 2022.

Only written enquiries regarding this bid will be handled and can be sent to BT2022@treasury.fs.gov.za

2. BID CONDITIONS AND RULES

2.1 GENERAL

The bid is in line with the Public Finance Management Act (PFMA) which came into operation in April 2000. The said Act specifies how and with whom the FSPG can open bank account/s. Also the bid will be conducted in line with the requirements of the Preferential Procurement Policy Framework Act (PPPFA).

2.2 CAPABILITIES AND EXPERIENCE OF BIDDERS

Bidders are required to provide any information regarded necessary to demonstrate their conformance to the criteria set out in the specifications and also any other information to demonstrate their capabilities, experience and track record.

FSPG reserves the right to appoint a firm of public accountants and auditors to report on the financial position of any bidder. The bidder shall provide all reasonable help in such an investigation. It is incumbent therefore upon the bidder/s to avail their financial statements when so required.

2.3 BID RULES

2.3.1 FORM OF BID

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

2.3.2 SIGNING OF BID

The bid must be signed by a person who is duly authorized to do so. A bid submitted by a corporation must bear the seal of the corporation, which must be attested by its secretary. Confirmation of the authorized signatory should be furnished in the format as indicated.

2.3.3 BID ALL-INCLUSIVE

The bidder must allow in the bid for all labour, material, equipment, all obligatory taxes, all travel, accommodation and subsistence, levies and everything necessary for the execution and completion of the contract in accordance with the bid documents.

2.3.4 ALTERATION TO BID DOCUMENTS

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

The bidder shall request FSPG, at as early a date as possible during the bid stage, to clarify any point which is difficult to interpret. Should it be found that a point in question is significant; the FSPG will inform all bidders as early as possible.

2.3.5 BID QUALIFICATIONS

Should the bidder, despite the provision of bid rule 2.3.4, wish to amend or qualify the bid documents, such amendment or qualification shall be expressly set out in full details. Any qualification or amendment not mentioned under the heading: “Bid qualifications”, will not have any force or effect despite the fact that it may be contained elsewhere in the bid documents or in a covering letter to the bidder. Any qualification or amendment appearing in a programme (or which may be derived there from) which is submitted with a bid, shall not have any force or effect unless it has been set out in writing under the above stated heading.

2.3.6 OWNERSHIP AND CONFIDENTIAL NATURE OF DOCUMENTS

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

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

2.3.7 COSTS INCURRED BY THE BIDDER

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

2.3.8 BID ACCEPTANCE FSPG does not bind itself to accept the lowest or any other bid.

2.3.9 BID WITHDRAWAL OR REPLACEMENT

Any bidder has the right to withdraw or replace his bid after it has been delivered, provided that the request for such withdrawal or replacement is received at the address given for the submission of the bid in writing before the closing date and hour which is set for the receipt of the bids.

In case of any amendment or modification the bidder shall be required to submit a complete new document clearly marked latest with the date of delivery.

2.3.10 CANCELLATION OF CONTRACT

2.3.10.1 If FSPT is satisfied that any commercial bank or person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or with the knowledge of the bidder):

- a) Is executing a contract with FSPG unsatisfactorily;
- b) Has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining a contract;
- c) Has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any FSPG department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence thereof been found guilty of a criminal offence;
- d) Has approached an officer or employee in the Public Service before or after bids have been called for, to influence the award of the contract in his favour;
- e) Has withdrawn or replaced his bid after the time set for the receipt and opening of bids;
- f) When advised that his bid has been accepted, has given notice of his inability to execute or sign the contract or to furnish any security required.

2.3.10.2 If the FSPT is satisfied that any commercial bank or person is or was a shareholder or a director of a firm or company which, in terms of sub-rule 2.3.10.1, is one from which no bid will be favourably considered for a specified period, the FSPT may also decide that no bid from such commercial bank or person shall be favourably considered for a specified period.

2.3.10.3 Any restriction imposed upon any commercial bank or person shall, for the purpose of this rule, apply to any other undertaking with which such person, firm or company is actively associated. The expression "commercial bank or person" shall include an authorized employee or agent of such a commercial bank.

2.3.10.4 Decisions of the FSPT in terms of sub-rule 2.3.10.1 to 2.3.10.3 and any revocation or variation of such decisions may be communicated to the Accounting Officer.

2.3.11 BID RULES ARE BINDING

The bid rules as well as the instructions given in the official bid notice shall be binding on all bidders submitting bids for the service stated in the bid documents.

2.3.12 STAMP DUTIES

All stamp duties in connection with the contract shall be paid by the bidder.

2.4 DISQUALIFICATION OF BID

The bidder who has not conformed to these rules and the instruction reflected in the official bid notice may be disqualified at the discretion of the FSPT.

2.5 VALIDITY PERIOD

The bid shall remain valid and binding for a period of hundred and twenty (120) days effective from the closing of the bid.

2.6 LEGAL ASPECTS

2.6.1 LAW

The laws of the Republic of South Africa shall be applicable to each contract created by the acceptance of a bid and each bid shall indicate a place in the Republic and specify it in his bid as his *domicilium citandi et executandi* where any legal process may be served on him.

2.6.2 JURISDICTION

Each bidder shall undertake to accept the jurisdiction of courts of law of South Africa.

2.6.3 LANGUAGE OF CONTRACT

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

2.6.4 DELEGATION OF AUTHORITY

The FSPT may delegate any power vested in them by virtue of these rules to any officer or employee of the FSPT.

2.6.6 CONTRACT AND SERVICE LEVEL AGREEMENT

The successful bidder will be required to sign the Service Level Agreement with the FSPT based on the content of this document, as well as the letter of acceptance, immediately after the bid has been awarded.

FSPG retains the right to contract the beneficiary bank account verification services with the unsuccessful bidders at the quoted price outlined in Section 2, 4.2 of Electronic Banking, item number 1: Account Verification (1.1: Verification of account number and details per account) of the Pricing Schedule.

GENERAL CONDITIONS OF CONTRACT

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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and document
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>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.</p> <p>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 sub bidders) 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.</p> <p>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.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p>
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	<p>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.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
1. Use of contract documents and information; inspection.	<p>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.</p> <p>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.</p> <p>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.</p>

	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
	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 bidder 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

	<p>supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>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.</p> <p>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.</p> <p>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.</p>
9. Packing	<p>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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>

<p>13. Incidental services</p>	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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. <p>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.</p>
<p>14. Spare parts</p>	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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.
<p>15. Warranty</p>	<p>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.</p> <p>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 fourteen (14) months after the date of shipment from the port or place of loading</p>

	<p>in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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.</p>
18. Contract amendments	<p>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.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>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.</p>
21. Delays in the supplier's performance	<p>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.</p> <p>21.2 If at any time during performance of the contract, the supplier or its sub bidder(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</p>

	<p>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.</p> <p>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.</p>
	<p>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.</p>
	<p>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.</p> <p>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.</p>
22. Penalties	<p>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.</p>
23. Termination for default	<p>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:</p> <ul style="list-style-type: none"> (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. <p>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</p>

		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.
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 bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder 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.

	<p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of liability	<p>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 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.</p>
29. Governing language	<p>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.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>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</p> <p>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.</p>

32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation (NIP) Programme	<p>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.</p>
34. Prohibition of Restrictive practices	<p>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).</p> <p>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.</p> <p>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.</p>



COMPULSORY VIRTUAL BRIEFING SESSION ATTENDANCE CERTIFICATE

FSPT009/2021/22: PROVISIONING OF COMMERCIAL BANKING SERVICES INVOLVING ACCOUNTS FOR THE EXCHEQUER AND PAYMASTER-GENERAL FOR A PERIOD OF FIVE (5) YEARS

This certificate serves to confirm that the representative of the below mentioned company attended the Compulsory Virtual briefing session on **02 March 2022** as required for the above mentioned bid FSPT009/2021/22 as issued by the Free State Department of Treasury.

On behalf of the company

Name of Representative:

Bidder Name:

Signature:

Date:

Free State Provincial Treasury:

Name of Official:

Designation: SCM Practitioner

Signature:



SECTION 2

1 BID SPECIFICATIONS

1.1 PURPOSE

The purpose of this document is to set out commercial banking service requirements to meet the needs of FSPG for the period of five (5) years.

The appointed service provider must possess various ways (capabilities) in presenting solutions that will enable the province to effectively manage banking and cash management using innovative banking solutions. The use of banking innovations must improve customer experience, increase operating efficiencies and compliance to regulatory requirements.

One of the project imperatives is to move towards automation of operations associated with liquidity management, credible cash flow management and opening and closing of bank accounts.

The bidder is expected to implement capabilities to assist FSPG to achieve the following objectives:

- a) Automated seamless processes of opening and closing of bank accounts and also of downloading bank statements;
- b) Enablement of online query management process;
- c) Reduction of revenue leakage through implementation of cashless solutions;
- d) Host to Host channel that will facilitate file upload and retrieval from the financial transversal system (LOGIS, BAS & PERSAL) to the bank.

1.2 THE CUSTOMER AND STAKEHOLDERS

1.2.1 Customer

- a) Free State Provincial Treasury (FSPT) is responsible and accountable to manage sustainable finances for the province. The role of the Treasury centers around development of credible budget, cash flow management, liquidity management and overall financial governance in line with the PFMA.
- b) The above mandate requires an enabling financial system that is flexible to accommodate the evolving changes and development in Information and Communication Technology.

1.2.2 Stakeholders

The application will host information from the FSPG institutions listed below in terms of the provision of banking services:

- Free State Department of Agriculture and Rural Development
- Free State Department of Health
- Free State Department of Education
- Free State Department of Cooperative Governance and Traditional Affairs
- Free State Department of Human Settlements
- Free State Office of the Premier
- Free State Department of Public Works and Infrastructure

- Free State Department of Police, Roads and Transport
- Free State Department of Sport, Arts, Culture and Recreation
- Free State Department of Social Development
- Free State Department of Treasury
- Free State Department of Economic, Small Business Development, Tourism & Environmental Affairs
- Free State Fleet Management
- Free State Medical Depot

1.2.3 Other stakeholders

- Free State Gambling, Liquor and Tourism Authority
- Free State Development Corporation
- Free State Housing Fund

1.3 GENERAL

Bidders must be able to demonstrate their competency to provide the commercial banking services to address the needs of the Free State Province, as well as working closely with the officials of the FSPG, in particular the FSPT.

Bidders must indicate the period which they will require to set up systems and other infrastructural requirements e.g. Interface of electronic information.

1.4 SALIENT FEATURES

Bidders must demonstrate the financial stability of their organization in writing and submit copies of the latest two years published (audited) annual reports. The following specific information should be provided if not furnished in the financial statements:

- An indication as to whether the commercial bank is listed on the Stock Exchange.
- Majority shareholders (shareholding in excess of 5%).
- Categories of shareholding less than 5%, the number and percentage of shares held by each or category of shareholding.
- Bidders must provide information on the following items for the last two financial years:
 - Capital
 - Capital Adequacy Ratio
 - Total Asset Value
 - Contingent Liabilities
 - Asset Growth Percentage
 - Net Income
 - Details of the organization or group structure

1.5 GEOGRAPHICAL SPREAD

The bidders must provide details in the format provided below as well as a geographic map depicting their representation in the Free State Province (by district, municipality and town) particularly indicating the following:

- a) Number of Branches;
- b) Number of Sub-branches;
- c) Automated Teller Machines (ATMs); and
- d) Number of Mobile Visits.

District	Municipality	Town	Number of branches	Number of sub-branches	Number of ATMs	Number of Mobile Visits Per Week (Proof to be submitted e.g.log sheets)
Thabo Mofutsanyane	Maluti-a-Phofong	Phuthaditjhaba East				
Thabo Mofutsanyane	Maluti-a-Phofong	Phuthaditjhaba West				
Thabo Mofutsanyane	Maluti-a-Phofong	Harrismith				
Thabo Mofutsanyane	Maluti-a-Phofong	Kestell				
	Total Maluti-a-Phofong					
Thabo Mofutsanyane	Dihlabeng	Bethlehem				
Thabo Mofutsanyane	Dihlabeng	Clarens				
Thabo Mofutsanyane	Dihlabeng	Fouriesburg				
	Total Dihlabeng					
Thabo Mofutsanyane	Phumelela	Vrede				
Thabo Mofutsanyane	Phumelela	Memel				
Thabo Mofutsanyane	Phumelela	Warden				
	Total Phumelela					
Thabo Mofutsanyane	Nketoana	Reitz				
Thabo Mofutsanyane	Nketoana	Petrus Steyn				
Thabo Mofutsanyane	Nketoana	Lindley				

Thabo Mofutsanyane	Nketoana	Arlington				
	Total Nketoana					
Thabo Mofutsanyane	Setsoto	Senekal				
Thabo Mofutsanyane	Setsoto	Marquard				
Thabo Mofutsanyane	Setsoto	Ficksburg				
Thabo Mofutsanyane	Setsoto	Clocolan				
	Total Setsoto					
Thabo Mofutsanyane	Matsopa	Ladybrand				
Thabo Mofutsanyane	Matsopa	Hobhouse				
Thabo Mofutsanyane	Matsopa	Excelsior				
	Total Matsopa					
Total Thabo Mofutsanyane						
Fezile Dabi	Mafube	Frankfort				
Fezile Dabi	Mafube	Villiers				
Fezile Dabi	Mafube	Tweeling				
	Total Mafube					
Fezile Dabi	Metsimaholo	Sasolburg				
Fezile Dabi	Metsimaholo	Zamdela				
Fezile Dabi	Metsimaholo	Deneysville				
Fezile Dabi	Metsimaholo	Oranjeville				
	Total Metsimaholo					
Fezile Dabi	Ngwathe	Parys				
Fezile Dabi	Ngwathe	Vredefort				
Fezile Dabi	Ngwathe	Heilbron				
Fezile Dabi	Ngwathe	Koppies				
	Total Ngwathe					
Fezile Dabi	Moqhaka	Kroonstad				
Fezile Dabi	Moqhaka	Maokeng				
Fezile Dabi	Moqhaka	Viljoenskroon				
Fezile Dabi	Moqhaka	Steynsrus				
	Total Moqhaka					
Total Fezile Dabi						
Lejweleputswa	Matjhabeng	Welkom				
Lejweleputswa	Matjhabeng	Thabong				
Lejweleputswa	Matjhabeng	Kutlwanong				
Lejweleputswa	Matjhabeng	Odendaalsrus				
Lejweleputswa	Matjhabeng	Nyakallong				
Lejweleputswa	Matjhabeng	Allanridge				

Lejweleputswa	Matjhabeng	Virginia				
Lejweleputswa	Matjhabeng	Hennenman				
Lejweleputswa	Matjhabeng	Ventersburg				
	Total Matjhabeng					
Lejweleputswa	Nala	Bothaville				
Lejweleputswa	Nala	Kgotsong				
Lejweleputswa	Nala	Wesselsbron				
	Total Nala					
Lejweleputswa	Masilonyana	Theunissen				
Lejweleputswa	Masilonyana	Brandfort				
Lejweleputswa	Masilonyana	Verkeerdevlei				
Lejweleputswa	Masilonyana	Winburg				
	Total Masilonyana					
Lejweleputswa	Tswelopele	Bultfontein				
Lejweleputswa	Tswelopele	Hoopstad				
	Total Tswelopele					
Lejweleputswa	Tokologo	Boshof				
Lejweleputswa	Tokologo	Dealesville				
Lejweleputswa	Tokologo	Hertzogville				
	Total Tokologo					
Total Lejweleputswa						
Xhariep	Kopanong	Trompsburg				
Xhariep	Kopanong	Edenburg				
Xhariep	Kopanong	Reddersburg				
Xhariep	Kopanong	Springfontein				
Xhariep	Kopanong	Bethulie				
Xhariep	Kopanong	Gariepdam				
Xhariep	Kopanong	Phillipolis				
Xhariep	Kopanong	Fauresmith				
Xhariep	Kopanong	Jagerfontein				
	Total Kopanong					
Xhariep	Letsemeng	Koffiefontein				
Xhariep	Letsemeng	Luckhoff				
Xhariep	Letsemeng	Jacobsdal				
Xhariep	Letsemeng	Petrusburg				
	Total Letsemeng					
Xhariep	Mohokare	Zastron				
Xhariep	Mohokare	Matlakeng				
Xhariep	Mohokare	Rouxville				
Xhariep	Mohokare	Smithfield				
	Total Mohokare					
Total Xhariep						
Mangaung	Mangaung	Bloemfontein West				
Mangaung	Mangaung	Bloemfontein East				
Mangaung	Mangaung	Botshabelo				

Mangaung	Mangaung	Thaba Nchu				
Mangaung	Mangaung	Soutpan				
Mangaung	Mangaung	Dewetsdorp				
Mangaung	Mangaung	Wepener				
	Total Mangaung					
Other (Please specify)						
District	Municipality	Town	Number of branches	Number of sub-branches	Number of ATMs	Number of Mobile Visits Per Week
Total Other						
GRAND TOTAL :						

NB: Points will be allocated based on the extent and even distribution of the above service points across the province.

The bidder must indicate services rendered at branches/sub-branches and mobiles service stations.

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

1.6 TECHNICAL CAPABILITIES

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

1.6.1 Electronic Payments / Collections

- a) The bidder must be able to process payments and/or collections electronically for e.g. data lines from accounts held at one or more commercial banks.
- b) The bidder must have an electronic banking system that connects to the Province via National Treasury (IP to IP protocol) and BANKSERVE.
- c) The bidder must meet the requirements in respect of an electronic interface for all Bank Accounts (including all banking transactions) with the Province's Accounting Systems e.g. Basic Accounting System on a daily, weekly and monthly basis.
- d) The bidder must have processes in place to enable FSPG to send and receive all creditor and salary payments in bulk format.

1.6.2 Electronic Cash Management

Introduction

FSPG processes the following on-line transactions through electronic banking facilities:

- Monthly outflows/payments in respect of goods and services amounting to approximately R1.2 billion on average per month.
- Salary and salary related payments through normal and supplementary runs as follows:
 - Main salary payments: 15th, 20th and the last working day of the month, (unless these days are on a week-end/public holiday in which case salary payments are due on the last work day prior to the week-end/public holiday), amounting to approximately R2 billion per month. (Teachers are paid on different dates when the schools close for holidays).
 - Supplementary payments at least four times a month.
 - Daily fund transfers from National Treasury and other National Departments.
 - Daily funds transfers to and from the Inter-Governmental Cash Co-ordination (IGCC).

a) Statements and reconciliation management

- i. The bidder must provide for the automatic downloading of electronic banking statements for subsequent import to the FSPG's line of business systems.

b) Payments Management

The bidder must be able to:

- i. Facilitate the secure and timeous movement of funds.
- ii. Install an online electronic banking system which is in line with the minimum security standards for e.g. frequent changing of passwords, and provide the necessary training.
- iii. Meet FSPG's requirements in respect of EFT/EBT's for all salaries, creditor and other payments.
- iv. The bidder must have the ability to stop **ALL** types of electronic payments within 24 hours.

The following are imperatives for management of payments:

- i. Timeous and secure processing of all transactions.
- ii. Ability to interface (where required) with payroll and line-of-business applications currently being used e.g. Basic Accounting System (BAS).
- iii. Reports on BANKSERVE transactions to be provided electronically on daily basis including all unpaid payments per account.
- iv. Host to Host connection via a dedicated line.
- v. Stringent authorization and security controls.
- vi. Efficient management and reduction of risk processes.
- vii. The bidder must have stringent validation controls in place to enhance data integrity.
- viii. The bidder must have online facility that can provide detailed audit trails.

- ix. The bidder must have a dedicated telephone line for FSPG account enquiries during office hours.

c) Cash Management

- i. The bidder must give a detailed preview of their electronic banking facilities and how they can improve the effectiveness of the province's cash planning and management.
- ii. The bidder must have the ability to transact electronically via the bank with suppliers of goods and services as and when required.
- iii. The bidder must have a comprehensive on-line cash management system that will accommodate cash balance consolidation.

d) Transactions and Balances

- i. The bidder must have the ability to provide on-line real-time account balance and transaction enquiries.
- ii. The bidder must provide daily access to FSPT to monitor consolidated balance information for accounts linked to the online electronic banking system.
- iii. The bidder must indicate the ability to provide information that can be accessed online, on the same day, for all transactions processed, e.g. deposits, payments, transfers, etc.
- iv. The bidder must provide real-time transaction search capabilities.
- v. The bidder must be able to provide transaction history (storage and retrieval thereof) for up to 180 calendar days on the electronic banking system.
- vi. The bidder must provide an electronic archiving facility for periods in excess of 180 days.
- vii. The bidder must be able to provide a sorting facility on the online electronic banking system e.g. description of transaction, date, amount, etc.

e) Electronic Funds Transfers

- i. The bidder must be able to effect payments to beneficiaries in real-time.
- ii. The bidder must be able to effect payments to beneficiaries at other banks, regardless of the value, on the same day by 16h00 weekdays and 10h00 on Saturdays.
- iii. The bidder must have a facility to ensure that payments are only made to beneficiaries that have been specifically loaded on a payments database which is held on the system.
- iv. The bidder must be able to maintain intra-group transfers between FSPG's own bank accounts.
- v. The bidder must allow for the internal transfers between FSPG accounts as well as externally from an account held with the bidder to an account with any other commercial bank through the online system.
- vi. The date of funds transferred to third parties should be the date of the transfer regardless of their banking institution.
- vii. The bidder must be able to process telegraphic transfers (SWIFT) as and when required.
- viii. FSPG must be able to stop payments electronically.
- ix. The bidder must be able to send advice of payment by e-mail.

- x. The bidder must have unique referencing for all transactions processed to simplify bank reconciliations and data import capabilities.
- xi. The bidder must grant FSPG access to the online electronic banking system between 07h30 – 17h00 weekdays in respect of all transactions to accounts held with the bidder as well as transactions to accounts with other commercial banks.
- xii. The bidder must provide evidence of security aspects of the online electronic banking system be indicated.

f) Bank Credit Transfer (BCT)

- i. The bidder must be able to effect manual funds transfers on instruction by FSPT. The transfers should include payments resulting from amounts in excess of R1 million (BAS, LOGIS) and R5 million (PERSAL).

g) Transitional arrangements and Training

- i. The bidder must have online electronic banking system that can be accessed through the internet.
- ii. The bidder must be able to register the operators and limit their respective access levels on the online electronic banking system.
- iii. FSPG must be able to reset passwords of Administrators and if not the service to be provided free of charge.
- vi. The bidder must provide training to FSPG officials on the online electronic banking system.
- vii. The bidder must have a call centre to provide immediate assistance regarding problems with the online electronic banking system.
- viii. The bidder must provide monthly reports to FSPT to verify/validate authenticity of operators loaded on the system (user validation reports).
- ix. The report must enable FSPT to verify the users and the functions they can perform on the system.

1.7 BANK STATEMENTS

- a) Electronic bank statement – the bidder must be able to provide the FSPG with daily information in an electronic format of all transactions that interface with the Province’s Accounting Systems for reconciliation purposes.
- b) The successful bidder must be able to provide original bank statements together with all supporting documentation, for all accounts held with the bidder to each department and trading entity at least once a week.
- c) FSPG must be able to download bank statements electronically.
- d) The bank statements are to specifically reflect detailed charges in respect of electronic transactions service fee and cash deposit and/or funds transfer fees alongside each transaction. Other bank charges/ penalties can appear as separate line items on the statements.

1.8 INTEREST CALCULATION, DISTRIBUTION AND APPLICABLE RATES

- a) The interest earned or paid by FSPG must be calculated on the consolidated daily balance (excluding trading entities). The interest should be debited or credited against a nominated account. The details of interest calculations must be made available on a monthly basis or as and when requested.
- b) Flexibility should exist where interest on overdrawn bank accounts within the system can be charged.
- c) The bidder must provide details of interest rates that would apply to FSPG.

1.9 PETTY CASH

- a) The Bidder must be able to provide a Petty Cash Card which can be used to withdraw petty cash from a branch teller. This Petty Cash Card will allow the respective departments, through the FSPT, to appoint nominees who will be enabled to withdraw funds at any bank branch for official purposes (FSPT to be used as a central point for coordinating and delivery to card holders).
- b) **The Petty Cash Card must have the following features:**
 - i. The ability to be linked to a specific account.
 - ii. Allow for the card to be prefunded and not go into overdraft.
 - iii. No limit to the actual number of cards that may be issued on the account.
 - iv. The Petty Cash card must be configured to only withdraw specified daily limit from inside the branch of the bank by authorized FSPG officials.
 - v. Petty cash cards must be limited to cash withdrawals only (no in store swiping/purchases).
 - vi. The statement for the petty cash card account should detail card numbers, dates and amounts drawn.
 - vii. All charges related to the card must be recovered from the nominated PMG bank account.
 - viii. The bidder must list the additional benefits of the Card.

1.10 POINT OF SALE DEVICES (CARD MERCHANT SERVICES)

- a) The bidder must be able to install point of sale devices, as directed by FSPG, which will be able to accept credit, debit and other cards and be linked to the Province's accounting system.
- b) The bidder must be able to provide linkage of more than one device to a GPRS network.
- c) The bidder must provide a list of risks and security measures in different types of cards.
- d) The bidder must be able to provide daily reports per department for reconciliation purposes.

1.11 FOREIGN EXCHANGE SERVICES

- a) The bidder must be able to provide daily foreign exchange information online or electronically to designated FSPG officials.
- b) The bidder must be able to provide a service to FSPG departments whereby international funds transfers can be facilitated as well as foreign currencies be arranged for officials travelling abroad.

1.12 **BENEFICIARY BANK ACCOUNT VERIFICATION SERVICE – ENTITY MAINTENANCE**

- a) The bidder must provide a bank online system to electronically verify bank details of all suppliers and employees of FSPG, by authorized staff members of the FSPT.
- b) The services must be available to verify banking details of any Bank.
- c) The bidder must demonstrate how they will facilitate the process to ensure the provisions of the Protection of Personal Information Act (POPIA).
- d) The bidder must enable FSPT to print confirmation of verified banking details.

1.13 **ADDITIONAL REQUIREMENTS**

- a) The FSPG currently has an Exchequer Account and at least fourteen (14) Pay Master General Accounts and must be maintained and operated from Bloemfontein and the expected annual income and expenditure for FSPG is in excess of thirty-nine (39) billion rand in the current financial year. (There is a possibility that the number of PMG Accounts may change)
- b) The bidder must (on a quarterly basis on or before the 15th of the month following the quarter) provide the following information regarding the province's liability towards guarantees used for housing bonds: surname, initials, identity number, account number, original date of guarantee, original guarantee amount, original loan amount, arrears, current guarantee amount, release date of guarantee and reason for liability if not released after 5 years.
- c) The bidder must compile and submit to FSPG on a monthly basis a detailed reconciliation of all charges on bank statements. The bidder must provide supporting documentation to FSPT for verification of charges.
- d) The bidder must be able to deal with enquiries within 24 hours.
- e) The bidder must supply the respective Provincial Departments with uniquely Designed and MIRC encoded deposit books (in triplicate) in accordance with FSPG specifications.
- f) The bidder must provide a deposit identifier on the respective departments' deposits which incorporates a deposit identifier validation routine in order to facilitate identification and reconciliation of all deposits made into respective Bank accounts.
- g) Where no agency/branch facilities are available in a particular area, the bidder will be responsible to negotiate with the other banking institutions for availing facilities in that area at the same tariff as per contract.
- h) The bidder must indicate the extent to which the FSPG accounts will qualify for beneficial credit interest rates and must stipulate the guidelines which will be used to fix such credit interest.
- i) The bidders must submit reference letters for the provision of corporate and commercial banking services with contactable references on the letterhead of the client that is signed by an authorized person.
- j) Project technical team set-skills: A bidder must demonstrate the technical experience of the human resources for the duration of the contract.
- k) In cases where the bidder does not have a local branch in a particular town/location, it must be the bidder's responsibility to provide alternative solutions for daily deposits. Bidders must provide available information on cash

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

- l) Systems and procedures might be developed and changed during the term of the contract. Bidders must indicate their ability and willingness to participate in the developments and implementation thereof (future developments).
- m) In the event that certain items are not in place when the contract commences the successful bidder must commit to a timeframe which will be endorsed by FSPG for availing the items.
- n) The bidders are further required to submit a separate pricing list for all services rendered by the bank. In the event that the FSPG wishes to enlist any of the items (outside the bid) reflected on this pricing list, such items will be accepted with the same terms and conditions applicable to contract items, e.g. escalation clause, etc.
- o) The bidder must have its own service provider for the printing and providing of all stationery to FSPG, which includes MICR encoded deposit books and merchant machine printing rolls.

1.14 SUSTAINABLE PROCUREMENT

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

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

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

The following are broad-programmes identified as key priorities:

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

Terms

- Once the bid has been awarded, the successful bidder must indicate which programmes will be funded from the abovementioned and outline the implementation and monitoring mechanisms.
- The bidder must announce the implementation and monitoring mechanisms in due course.
- FSPG reserves the right to implement the projects in line with the provincial timeframes, even in instances where such contradicts the timeframes indicated in the bid response.

CSR PROGRAMMES

MEASURABLE TARGETS

	Year 1 Rand / Cents	Year 2 Rand / Cents	Year 3 Rand / Cents	Year 4 Rand / Cents	Year 5 Rand / Cents
a) Financial Support Programmes in the Province:					
i. The bidders must provide amounts (Rands and cents) they commit to contribute to the said programmes as a result of this contract. (excluding National contribution).					
ii. Current / existing Provincial contribution (provide value and projects).					
iii. Proportion of National contribution to the Free State (provide value and projects)					
b) Non-Financial Support and Capacity Building Programmes in the Province (excluding information provided in (a))					
i. Support to SMME especially Historically Disadvantaged Individuals.					
ii. Contribution to Provincial Government initiatives i.e. infrastructural developments such as, MAP-SEZ, Industrial Parks and Township Revitalization Projects.					
iii. Support to initiatives linked to rural development, food security and land reform plans etc.					
iv. Support / interventions to skills development for youth, women, and disabled in agricultural or any other sector.					

Please note that all bidders must comply with the following administrative compliance:

No.	Name of the document that must be submitted	Requirements
1.	Invitation to bid – SBD 1	Please complete and sign the supplied proforma document
2.	Registration with Central Supplier Database as per National Treasury SCM instruction 4 of 2016/17	Attach proof of print out as proof of registration or supplier number
3.	Pricing Schedule – SBD 3.2	Please submit full details of pricing proposal
4.	Declaration of Interest – SBD 4	Please complete and sign the supplied proforma document
5.	Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero score on B-BBEE
6.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	Please complete and sign the supplied proforma document
7.	Certificate of Independent Bid Determination – SBD 9	Please complete and sign the supplied proforma document
8.	B-BBEE Certificate	Non-submission will lead to a zero score on B-BBEE and not a disqualification
9.	Tax Compliance System Pin	It must be valid by the closing date of the bid.

1.16 BID EVALUATION CRITERIA

The 90/10 preference points system as prescribed in the Preferential Procurement Regulations, 2017 Pertaining to the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) will be applied to evaluate this bid. The lowest acceptable bid will score 90 points for price and a maximum of 10 points will be awarded for attaining the level 1 to 8 Broad Based Black Economic Empowerment (B-BBEE) Status Level Contributor. Bids received will be evaluated on three (3) following stages or phases.

Phase 1: Mandatory Compliance

Failure to submit the required documents with the proposal will automatically disqualify the bidder's proposal.

- Attendance of compulsory virtual briefing session, provide briefing session certificate.
- SPECIAL BID CONDITIONS THAT THE BIDDER MUST ACCEPT AS PER SECTION 3.

Phase 2: Functionality Compliance

The bidders must score at least **85%** or more out of 432 total points in respect of functionality in order to qualify for advancement to phase 3. The bidder that scores less than 85% out of the total points will be regarded as submitting a non-responsive bid and will be disqualified. The bidder that fails to obtain a minimum score for each criteria will be disqualified.

	Description	Points	
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REF (Paragraph)	Functionality Criteria:		Total Points
1	Geographical Spread		35
a)	Number of branches <i>Representation per district in terms of branches:</i> <i>All 5 districts = 20 points</i> <i>3 - 4 districts = 10 points</i> <i>1 - 2 districts = 5 points</i> <i>None = 0 points</i>	20	
b)	Number of sub-branches <i>Representation per district in terms of sub-branches:</i> <i>All 5 districts = 5 points</i> <i>3 - 4 districts = 3 points</i> <i>1 - 2 districts = 1 point</i> <i>None = 0 points</i>	5	
c)	Number of ATMs <i>Representation per district in terms of ATMs:</i> <i>All 5 districts = 5 points</i> <i>3 - 4 districts = 3 points</i> <i>1 - 2 districts = 1 point</i> <i>None = 0 points</i>	5	
d)	Number of Mobile Visits Per Week <i>Representation per district in terms of mobile visits per week:</i> <i>All 5 districts = 5 points</i> <i>3 - 4 districts = 3 points</i> <i>1 - 2 districts = 1 point</i> <i>None = 0 points</i>	5	
2.	Electronic Payments/Collections		20
a)	The bidder must be able to process payments and/or collections electronically for e.g. data lines, from accounts held at one or more commercial banks. <i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i>	5	
b)	The bidder must have an electronic banking system that connects to the Province via National Treasury (IP to IP protocol) and BANKSERVE. <i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i>	5	

c)	The bidder must meet the requirements in respect of an electronic interface for all Bank Accounts (including all banking transactions) with the Province's Accounting Systems E.g. Basic Accounting System on a daily, weekly and monthly basis. <i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i>	5	
d)	The bidder must have processes in place to enable FSPG to send and receive all creditor and salary payments in bulk format. <i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i>	5	
3.	Electronic Cash Management		151
a)	Statements and reconciliation management		
	i. The bidders must provide for the automatic downloading of electronic banking statements for subsequent import to the FSPG's line of business systems. <i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i>	2	
b)	Payments management		
	The bidder must be able to:		
	i. Facilitate the secure and timeous movement of funds. <i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i>	2	
	ii. Install an online electronic banking system which is in line with the minimum security standards for e.g. frequent changing of passwords, and provide the necessary training. <i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i>	2	
	iii. Meet FSPG's requirements in respect of EFT/EBT's for all salaries, creditor and other payments. <i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i>	2	

	<p>iv. The bidder must have the ability to stop ALL types of electronic payments within 24hours.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	The following are imperatives for management of payments:		
	<p>i. Timeous and secure processing of all transactions.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>ii. Ability to interface (where required) with payroll and line-of-business applications currently being used e.g. Basic Accounting System (BAS).</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>iii. Reports on BANKSERVE transactions to be provided electronically on daily basis including all unpaid payments per account.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>iv. Host to Host connection via a dedicated line.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>v. Stringent authorization and security controls.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>vi. The bidder must have effective risk management and risk reduction strategy.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>vii. The bidder must have stringent validation controls in place to enhance data integrity.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	

	<p>viii. The bidder must have online facility that can provide detailed audit trails.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>ix. The bidder must have a dedicated telephone line for FSPG account enquiries during office hours.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
c)	Cash management		
	<p>i. The bidder must give a detailed preview of their electronic banking facilities and how they can improve the effectiveness of the province's cash planning and management.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>ii. The bidder must have the ability to transact electronically via the bank with suppliers of goods and services as and when required.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>iii. The bidder must have a comprehensive on-line cash management system that will accommodate cash balance consolidation.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
d)	Transactions and Balances		
	<p>i. The bidder must have the ability to provide on-line real-time account balance and transaction enquiries.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>ii. The bidder must provide daily access to FSPT to monitor consolidated balance information for accounts linked to the online electronic banking system.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	

	<p>iii. The bidder must indicate the ability to provide information that can be accessed online, on the same day, for all transactions processed, e.g. deposits, payments, transfers, etc.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>iv. The bidder must provide real-time transaction search capabilities.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>v. The bidder must be able to provide transaction history (storage and retrieval thereof) for up to 180 calendar days on the electronic banking system.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>vi. The bidder must provide an electronic archiving facility for periods in excess of 180 days.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>vii. The bidder must be able to provide a sorting facility on the online electronic banking system e.g. description of transaction, date, amount, etc.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
e)	Electronic Funds Transfer		
	<p>i. The bidder must be able to effect payments to beneficiaries in real-time.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>ii. The bidder must be able to effect payments to beneficiaries at other banks, regardless of the value, on the same day by 16h00 weekdays and 10h00 on Saturdays.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	

	<p>iii. The bidder must have a facility to ensure that payments are only made to beneficiaries that have been specifically loaded on a payments database which is held on the system.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>iv. The bidder must be able to maintain intra-group transfers between FSPG's own bank accounts.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>v. The bidder must allow for the internal transfers between FSPG accounts as well as externally from an account held with the bidder to an account with any other commercial bank through the online system.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>vi. The date of funds transferred to third parties should be the date of the transfer regardless of their banking institution.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>vii. The bidder must be able to process telegraphic transfers (SWIFT) as and when required.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>viii. FSPG must be able to stop payments electronically.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>ix. The bidder must be able to send advice of payment by e-mail.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>x. The bidder must have unique referencing for all transactions processed to simplify bank reconciliations and data import capabilities.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	

	<p>xi. The bidder must grant FSPG access to the online electronic banking system between 07h30 – 17h00 weekdays in respect of all transactions to accounts held with the bidder as well as transactions to accounts with other commercial banks.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>xii. The bidder must provide evidence of security aspect of the online electronic banking system be indicated.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
f)	Bank Credit Transfer		
	<p>i. The bidder must be able to effect manual funds transfers on instruction by FSPT. The transfers should include payments resulting from amounts in excess of R1 million (BAS, LOGIS) and R5 million (PERSAL).</p> <p><i>Meet the requirements = 10 points</i> <i>Do not meet the requirements = 0 points</i></p>	10	
g)	Transitional Arrangements and Training		
	<p>i. The bidder must have a system that can be accessed through the internet.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>ii. The bidder must be able to register the operators and limit their respective access levels on the system.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>iii. FSPG must be able to reset passwords of Administrators and if not the service to be provided free of charge.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>iv. The bidder must provide training to FSPG officials on the electronic banking system.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	

	<p>v. The bidder must have a call centre to provide immediate assistance regarding problems with the online electronic banking system.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>vi. The bidder must provide monthly reports to FSPT to verify/validate authenticity of operators loaded on the system (user validation reports). The report must enable FSPT to verify the users and the functions they can perform on the system.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
4.	Bank Statements		17
a)	<p>Electronic bank statement – the bidder must be able to provide the FSPG with daily information in an electronic format of all transactions that interface with the Province’s Accounting Systems for reconciliation purposes.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
b)	<p>The successful bidder must be able to provide original bank statements together with all supporting documentation, for all accounts held with the bidder to each department and trading entity at least once a week.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
c)	<p>FSPG must be able to download bank statements electronically.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
d)	<p>The bank statements are to specifically reflect detailed charges in respect of electronic transactions service fee and cash deposit and/or funds transfer fees alongside each transaction. Other bank charges/ penalties can appear as separate line items on the statements.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	

5.	Interest Calculation, Distribution and Applicable Rates		20
a)	<p>The interest earned or paid by FSPG must be calculated on the consolidated daily balance (excluding trading entities). The interest should be debited or credited against a nominated account. The details of interest calculations must be made available on a monthly basis or as and when requested.</p> <p><i>Meet the requirements = 10 points</i> <i>Do not meet the requirements = 0 points</i></p>	10	
b)	<p>Flexibility should exist where interest on overdrawn bank accounts within the system can be charged.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
c)	<p>The Bidder must provide details of interest rates that would apply to FSPG.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
6.	Petty Cash		39
a)	<p>The Bidder must be able to provide a Petty Cash Card which can be used to withdraw petty cash from a branch teller. This Petty Cash Card will allow the respective departments, through the FSPT, to appoint nominees who will be enabled to withdraw funds at any bank branch for official purposes (FSPT to be used as a central point for coordinating and delivery to card holders).</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
b)	The Petty Cash Card should have the following features:		
	<p>i. The ability to be linked to a specific account.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>ii. Allow for the card to be prefunded and not go into overdraft.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>iii. No limit to the actual number of cards that may be issued on the account.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	

	<p>iv. The Petty Cash card must be configured to only withdraw specified daily limit from inside the branch of the bank by authorized FSPG officials.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
	<p>v. Petty cash cards must be limited to cash withdrawals only (no in store swiping/purchases).</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>vi. The statement for the petty cash card account must detail card numbers, dates and amounts drawn.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>vii. All charges related to the card must be recovered from the nominated PMG bank account.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
	<p>viii. The Bidder must list the additional benefits of the Card.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
7.	Point of Sale Devices (Card Merchant Services)		20
a)	<p>The bidder must be able to install point of sale devices, as directed by FSPG, which will be able to accept credit, debit and other cards and be linked to the Province's accounting system.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
b)	<p>The bidder must be able to provide linkage of more than one device to a GPRS network.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
c)	<p>The bidder must provide the list of risks and security measures in different types of cards.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	

d)	The bidder must be able to provide daily reports per department for reconciliation purposes. <i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i>	5	
8.	Foreign Exchange Services		10
a)	The bidder must be able to provide daily foreign exchange information online or electronically to designated FSPG officials. <i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i>	5	
b)	The bidder must be able to provide a service to FSPG departments whereby international funds transfers can be facilitated as well as foreign currencies be arranged for officials travelling abroad. <i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i>	5	
9.	Beneficiary Bank Account Verification Services – Entity Maintenance		25
a)	The bidder must provide a bank online system to electronically verify bank details of all suppliers and employees of FSPG, by authorized staff members of the FSPT. <i>Meet the requirements = 10 points</i> <i>Do not meet the requirements = 0 points</i>	10	
b)	The service must be available to verify banking details of any Bank. <i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i>	5	
c)	The bidder must demonstrate how they will facilitate the process to ensure the provisions of the Promotion of Personal Information Act. <i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i>	5	
d)	The bidder must enable FSPT to print confirmation of verified banking details. <i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i>	5	

10.	Additional Requirements		95
a)	The FSPG currently has an Exchequer Account and at least fourteen (14) Pay Master General Accounts and must be maintained and operated from Bloemfontein and the expected annual income and expenditure for FSPG is in excess of thirty-nine (39) billion rand in the current financial year. (There is a possibility that the number of PMG Accounts may change).	n/a	
b)	<p>The bidder must (on a quarterly basis on or before the 15th of the month following the quarter) provide the following information regarding the province's liability towards guarantees used for housing bonds: surname, initials, Identity number, account number, original date of guarantee, original guarantee amount, original loan amount, arrears, current guarantee amount, release date of guarantee and reason for liability if not released after 5 years.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
c)	<p>The bidder must compile and submit to FSPG on a monthly basis a detailed reconciliation of all charges on bank statements. The bidder must provide supporting documentation to FSPT for verification of charges.</p> <p><i>Meet the requirements = 20 points</i> <i>Do not meet the requirements = 0 points</i></p>	20	
d)	<p>The bidder must be able to deal with enquiries within 24 hours.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
e)	<p>The bidder must supply the respective Provincial Departments with uniquely designed and MIRC encoded deposit books (in triplicate) in accordance with FSPG specifications.</p> <p><i>Meet the requirements = 15 points</i> <i>Do not meet the requirements = 0 points</i></p>	15	
f)	<p>The bidder must provide a deposit identifier on the respective departments' deposits which incorporates a deposit identifier validation routine in order to facilitate identification and reconciliation of all deposits made into respective Bank Accounts.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	

g)	<p>Where no agency/branch facilities are available in a particular area, the bidder will be responsible to negotiate with the other banking institutions for availing facilities in that area at the same tariff as per contract.</p> <p><i>Meet the requirements = 5 points</i> <i>Do not meet the requirements = 0 points</i></p>	5	
h)	<p>Where no agency/branch facilities are available in a particular area, the bidder will be responsible to negotiate with the other banking institutions for availing facilities in that area at the same tariff as per contract.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
i)	<p>The bidder must submit reference letters for the provision of corporate and commercial banking services with contactable references on the letterhead of the client that is signed by an authorized person:</p> <p>2 or more service reference letters = 10 points 2 - 3 reference letters = 5 points 1 reference letter = 1 point None = 0 points</p>	10	
j)	<p>Project Technical Team Set-Skills: The bidder must demonstrate the technical experience of the human resources for the duration of the contract.</p> <p>Project Manager</p> <ul style="list-style-type: none"> ➤ Qualification in Information Technology/Computer Science: <p style="margin-left: 40px;">Degree or higher qualification = 3 points National Diploma = 1 points No required qualification = 0 points</p> ➤ Working experience in managing projects of similar capacity: <p style="margin-left: 40px;">Over 6 years = 3 points 5 – 6 years = 1 points Less than 5 years = 0 points</p> <p>Account Executive Manager – Public Sector</p> <ul style="list-style-type: none"> ➤ Qualification in Business Administration, Marketing or a related field: <p style="margin-left: 40px;">Honours Degree or Higher = 3 points Degree = 1 points No required qualification = 0 points</p> ➤ Working experience with the public-sector banking: 	24	

	<p>Over 6 years = 3 points 5-6 years = 1 points Less than 5 years = 0 points</p> <p>Online Portfolio Manager</p> <ul style="list-style-type: none"> ➤ Qualification in Information Technology / Computer Science: <p>Degree = 3 points National Diploma = 1 points No required qualification = 0 points</p> ➤ Working experience in managing and supporting of mainframe computers and all related applications: <p>Over 6 years = 3 points 5 - 6 years = 1 points Less than 5 years = 0 points</p> <p>Business Solution Manager – Public Sector</p> <ul style="list-style-type: none"> ➤ Qualification in Information Technology / Computer Science: <p>Degree = 3 points National Diploma = 1 points No required qualification = 0 points</p> ➤ Working experience in banking business and digital solutions: <p>Over 6 years = 3 points 4 – 6 years = 1 points Less than 5 years = 0 points</p> 		
k)	<p>In cases where the bidder does not have a local branch in a particular town/location it must be the bidder's responsibility to provide alternative solution for daily deposits. Bidders must provide available information on cash deposit machines or alternative solution relating to cash deposits, information must include specifications/functionality such as coins and notes (daily collection and banking).</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	

l)	<p>Systems and procedures might be developed and changed during the term of the contract. Bidders must indicate their ability and willingness to participate in the developments and implementation thereof (future developments).</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
m)	<p>In the event that certain items are not in place when the contract commences the successful bidder must commit to a timeframe which will be endorsed by FSPG for availing the items.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
n)	<p>The bidders are further required to submit a separate pricing list for all services rendered by the bank. In the event that the FSPG wishes to enlist any of the items (outside the bid) reflected on this pricing list, such items will be accepted with the same terms and conditions applicable to contract items, e.g. escalation clause, etc.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
o)	<p>The bidder must have its own service provider for the printing and providing of all stationery to FSPG, which includes MICR encoded deposit books and merchant machine printing rolls.</p> <p><i>Meet the requirements = 2 points</i> <i>Do not meet the requirements = 0 points</i></p>	2	
TOTAL POINTS			432

NB: The bidder must attain 85% of the 432 total points in respect of functionality in order to qualify for further evaluation.

Phase 3: 90/10 Principle will be applied in terms of Preferential Procurement Regulations, 2017 pertaining to PPPFA act No 5 of 2000

During this phase, bidders will be further evaluated based on 90 points for price and 10 points for attaining the B-BBEE Status Level of Contributor in accordance with table below:

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

In order to claim the B-BBEE Status Level of Contributor points, bidders must submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof, issued by accredited Verification Agency/s by SANAS or a certified copy of a sworn affidavit (DTI format) signed by the EME representative and attested by a commissioner of oath, at the closing date and time of the bid in order to claim the B-BBEE status level point.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 for price only zero (0) points out of 10 for B-BBEE.

1.17 ADDITIONAL INFORMATION AND SOME CONDITIONS

The following information is given to assist the bidder to determine his ability to handle the volume and complexity of the work.

- The main bank accounts are the Exchequer Account and at least 14 PMGs. (There is a possibility that the number of PMG Accounts may change)
- A cash flow of approximately thirty-nine (39) billion Rand per annum.
- The average number of deposits (excluding direct credits) is estimated to be two hundred and seventy-four (274) transactions per day and the estimated percentage of deposits in cash is 60%.

1.18 AGREEMENTS

1.18.1 The Bid Specifications are the Special Conditions of Contract (SCC).

1.18.2 A Service Level Agreement may be entered into clarify specific operational provisions. The Service Level agreement will be subject to the General Conditions of Contract (GCC) and SCC.

1.19 SETTLEMENT OF DISPUTES

Notwithstanding clause 27 of the GCC, mediation proceedings will not be applicable to this contract.

SECTION 3

**SECTION 3: SPECIAL BID CONDITIONS THAT THE BIDDER MUST ACCEPT
(COMPULSORY TO COMPLETE)**

Nr.	BID CONDITIONS	If no, indicate deviation
1	GENERAL	
	<p>The bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant special conditions by marking the YES box and non-compliance (deviation) by marking the NO box. In case of deviation, the bidder must clearly state a reason for deviation and provide an explanatory note. (The explanatory note must be referenced to the relevant paragraph and be attached as an Appendix).</p> <p>Bids not completed in this manner may be considered incomplete and rejected. Answering questions or supplying detail by referring to other sections will not be accepted. <u>Should bidders fail to indicate agreement/compliance or otherwise, the Free State Provincial Government will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid.</u></p>	
2	CAPABILITIES AND EXPERIENCE OF BIDDERS	
	<p>The bidders are required to provide any information regarded necessary to demonstrate their conformance to the criteria set out in the specifications and also any other information to demonstrate their capabilities, experience and track record.</p> <p>FSPG reserves the right to appoint a firm of public accountants and auditors to report on the financial position of any bidder. The bidder shall provide all reasonable help in such an investigation. It is incumbent therefore upon the bidder/s to avail their financial statements when so required.</p>	
3	BID RULES	
3.1	FORM OF BID	
	<p>The certificates, schedules and forms required by this bid shall be signed by the bidder in black ink. Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These</p>	

Nr.	BID CONDITIONS	If no, indicate deviation
	schedules shall then be bound together with a suitable contents page and submitted with the bid documents. <u>All such schedules must be signed by the bidder in black ink.</u>	
3.2	SIGNING OF BID	
	The bid must be <u>signed by a person who is duly authorized to do so.</u> A bid submitted by a corporation must bear the seal of the corporation, which must be attested by its secretary. Confirmation of the authorized signatory should be furnished in the format as indicated.	
3.3	BID ALL-INCLUSIVE	
	The bidder must allow in the bid for all labour, material, equipment, all obligatory taxes, all travel, accommodation and subsistence, levies and everything necessary for the execution and completion of the contract in accordance with the bid documents.	
3.4	ALTERATION TO BID DOCUMENTS	
	<p>No unauthorized alteration or addition shall be made to the form of bid, to the pricing schedule of services to be rendered or to any other part of the bid documents. If any such alteration or addition is made or if the pricing schedule of services to be rendered, or other schedules or certificates are not properly completed, the bidders may be disqualified.</p> <p>Bids submitted in accordance with these bid documents shall be without any qualifications. The bidder shall request FSPG, at as early a date as possible during the bid stage, to clarify any point which is difficult to interpret. Should it be found that a point in question is significant; the FSPG will inform all bidders as early as possible.</p>	
3.5	BID QUALIFICATIONS	
	Should the bidder, despite the provision of bid rule 3.4, wish to amend or qualify the bid documents, such amendment or qualification shall be expressly set out in full details. <u>Any qualification or amendment not mentioned under the heading: “Bid qualifications”</u> , will not have any force or effect despite the fact that it may be contained elsewhere in the bid documents or in a covering	

Nr.	BID CONDITIONS	If no, indicate deviation
	letter to the bidder. Any qualification or amendment appearing in a programme (or which may be derived there from) which is submitted with a bid, shall not have any force or effect unless it has been set out in writing under the above stated heading.	
3.6	OWNERSHIP AND CONFIDENTIAL NATURE OF DOCUMENTS	
	<p>All documents relating to the bid shall remain the property of FSPG and <u>may not be reproduced, sold or otherwise disposed of.</u></p> <p>All recipients of the bid documents (whether or not a bid is submitted) shall treat the details of the documents as confidential.</p>	
3.7	COSTS INCURRED BY THE BIDDER	
	FSPG will not be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and submission of the bid.	
3.8	BID ACCEPTANCE	
	<u>FSPG does not bind itself to accept the lowest or any other bid.</u>	
3.9	BID WITHDRAWAL OR REPLACEMENT	
	<p>Any bidder has the right to withdraw or replace his bid after it has been delivered, provided that the request for such withdrawal or replacement is received at the address given for the submission of the bid in writing before the closing date and hour which is set for the receipt of the bids.</p> <p>In case of any amendment or modification the bidder shall be required to submit a complete new document clearly marked latest with the date of delivery.</p>	
3.10	CANCELLATION OF CONTRACT	
3.10.1	If FSPT is satisfied that any commercial bank or person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or with the knowledge of the bidder):	

Nr.	BID CONDITIONS	If no, indicate deviation
	<ul style="list-style-type: none"> a) Is executing a contract with FSPG unsatisfactorily; b) Has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining a contract; c) Has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any FSPG department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence thereof been found guilty of a criminal offence; d) Has approached an officer or employee in the Public Service before or after bids have been called for, to influence the award of the contract in his favour; e) Has withdrawn or replaced his bid after the time set for the receipt and opening of bids; and f) When advised that his bid has been accepted, has given notice of his inability to execute or sign the contract or to furnish any security required. 	
3.10.2	<p>If the FSPT is satisfied that any commercial bank or person is or was a shareholder or a director of a firm or company which, in terms of sub-rule 3.10.1, is one from which no bid will be favorably considered for a specified period, the FSPT may also decide that no bid from such commercial bank or person shall be favorably considered for a specified period.</p>	
3.10.3	<p>Any restriction imposed upon any commercial bank or person shall, for the purpose of this rule, apply to any other undertaking with which such person, firm or company is actively associated. The expression “commercial bank or person” shall include an authorized employee or agent of such a commercial bank.</p>	
3.10.4	<p>Decisions of the FSPT in terms of sub-rule 3.10.1 to 3.10.3 and any revocation or variation of such decisions may be communicated to the Accounting Officer.</p>	

Nr.	BID CONDITIONS	If no, indicate deviation
3.11	BID RULES ARE BINDING	
	The bid rules as well as the instructions given in the official bid notice shall be binding on all bidders submitting bids for the service stated in the bid documents.	
3.12	STAMP DUTIES	
	All stamp duties in connection with the contract shall be paid by the bidder.	
4	DISQUALIFICATION OF BID	
	The bidder who has not conformed to these rules and the instructions reflected in the official bid notice may be disqualified at the discretion of the FSPT.	
5	VALIDITY PERIOD	
	The bid shall remain valid and binding for a period of hundred and twenty (120) days effective from the closing of the bid.	
6	BID SPECIFICATIONS	
6.1	PURPOSE	
	The purpose of this document is to set out commercial banking service requirements to meet the needs of FSPG.	
6.2	GENERAL	
	<p>Bidders must be able to demonstrate their competency to provide the commercial banking services to address the needs of the Province, as well as working closely with the officials of the FSPG, in particular the FSPT.</p> <p>Bidders need to indicate the period which they will require setting up systems and other infrastructural requirements e.g. Interface of electronic information.</p>	
6.3	SALIENT FEATURES	
	<p>Bidders must demonstrate the financial stability of their organization in writing and submit copies of the latest two years published (audited) annual reports.</p> <p>The following specific information should be provided if not furnished in the financial statements:</p>	

Nr.	BID CONDITIONS	If no, indicate deviation
	<ul style="list-style-type: none"> • An indication as to whether the commercial bank is listed on the Stock Exchange. • Majority shareholders (shareholding in excess of 5%). • Categories of shareholding less than 5%, the number and percentage of shares held by each or category of shareholding. • Bidders must provide information on the following items for the last two financial years: <ul style="list-style-type: none"> ○ Capital ○ Capital Adequacy Ratio ○ Total Asset Value ○ Contingent Liabilities ○ Asset Growth Percentage ○ Net Income • Details of the organization or group structure. 	
6.4	GEOGRAPHICAL SPREAD	
	The bidder must provide details in the format provided in Section 2, Paragraph 1.5.	
	<p>The bidder must indicate services rendered at branches/sub-branches/service centres and mobiles.</p> <p>Any intention from the bidder to terminate or discontinue any of the above mentioned service points (list the specific service points) within the next 24 months should be indicated in the bid document.</p>	
6.5	TECHNICAL CAPABILITIES	
	The bidder must supply details which support their abilities in the following areas:	
6.5.1	ELECTRONIC PAYMENTS/COLLECTIONS	
	<ul style="list-style-type: none"> a) The bidder must be able to process payments and/or collections electronically for e.g. data lines, from accounts held at one or more commercial banks. b) The bidder must have an electronic banking system that connects to the Province via National Treasury (IP to IP protocol) and BANKSERVE. c) The bidder must meet the requirements in respect of an electronic interface for all Bank Accounts (including all banking transactions) with the Province's Accounting Systems E.g. 	

Nr.	BID CONDITIONS	If no, indicate deviation
	Basic Accounting System on a daily, weekly and monthly basis.	
	d) The bidder must have processes in place to enable FSPG to send and receive all creditor and salary payments in bulk format.	
6.5.2	ELECTRONIC CASH MANAGEMENT	
	<p>a) Statements and reconciliation management</p> <p>i. The bidder must provide for the automatic downloading of electronic banking statements for subsequent import to the FSPG's line of business systems.</p> <p>b) Payments Management</p> <p>The bidder must be able to:</p> <p>i. Facilitate the secure and timeous movement of funds.</p> <p>ii. Install an online electronic banking system which is in line with the minimum security standards for e.g. frequent changing of passwords, and provide the necessary training.</p> <p>iii. Meet FSPG's requirements in respect of EFT/EBT's for all salaries, creditor and other payments.</p> <p>iv. The bidder must have the ability to stop ALL types of electronic payments within 24 hours.</p> <p>The following are imperatives for management of payments:</p> <p>i. Timeous and secure processing of all transactions.</p> <p>ii. Ability to interface (where required) with payroll and line-of-business applications currently being used e.g. Basic Accounting System (BAS).</p> <p>iii. Reports on BANKSERVE transactions to be provided electronically on daily basis including all unpaid payments per account.</p> <p>iv. Host to Host connection via a dedicated</p>	

Nr.	BID CONDITIONS	If no, indicate deviation
	<p>line.</p> <ul style="list-style-type: none"> v. Stringent authorization and security controls. vi. Efficient management and reduction of risk processes. vii. The bidder must have stringent validation controls in place to enhance data integrity. viii. The bidder must have online facility that can provide detailed audit trails. ix. The bidder must have a dedicated telephone line for FSPG account enquiries during office hours. <p>c) Cash Management</p> <ul style="list-style-type: none"> i. The bidder must give a detailed preview of their electronic banking facilities and how they can improve the effectiveness of the province's cash planning and management. ii. The bidder must have the ability to transact electronically via the bank with suppliers of goods and services as and when required. iii. The bidder must have a comprehensive on-line cash management system that will accommodate cash balance consolidation <p>d) Transactions and Balances</p> <ul style="list-style-type: none"> i. The bidder must have the ability to provide on-line real-time account balance and transaction enquiries. ii. The bidder must provide daily access to FSPT to monitor consolidated balance information for accounts linked to the online electronic banking system. iii. The bidder must indicate the ability to provide information that can be accessed online, on the same day, for all transactions processed, e.g. deposits, payments, transfers, etc. iv. The bidder must provide real-time transaction search capabilities. v. The bidder must be able to provide transaction history (storage and retrieval thereof) for up to 180 calendar days on the electronic banking system. 	

Nr.	BID CONDITIONS	If no, indicate deviation
	<p>vi. The bidder must provide an electronic archiving facility for periods in excess of 180 days.</p> <p>vii. The bidder must be able to provide a sorting facility on the online electronic banking system e.g. description of transaction, date, amount, etc.</p> <p>e) Electronic Funds Transfers</p> <p>i. The bidder must be able to effect payments to beneficiaries in real-time.</p> <p>ii. The bidder must be able to effect payments to beneficiaries at other banks, regardless of the value, on the same day by 16h00 weekdays and 10h00 on Saturdays.</p> <p>iii. The bidder must have a facility to ensure that payments are only made to beneficiaries that have been specifically loaded on a payments database which is held on the system.</p> <p>iv. The bidder must be able to maintain intra-group transfers between FSPG's own bank accounts.</p> <p>v. The bidder must allow for the internal transfers between FSPG accounts as well as externally from an account held with the bidder to an account with any other commercial bank through the online system.</p> <p>vi. The date of funds transferred to third parties should be the date of the transfer regardless of their banking institution.</p> <p>vii. The bidder must be able to process telegraphic transfers (SWIFT) as and when required.</p> <p>viii. FSPG must be able to stop payments electronically.</p> <p>ix. The bidder must be able to send advice of payment by e-mail.</p> <p>x. The bidder must have unique referencing for all transactions processed to simplify bank reconciliations and data import capabilities.</p> <p>xi. The bidder must grant FSPG access to the banking system between 07h30 – 17h00 weekdays in respect of all transactions to accounts held with the bidder as well as transactions to accounts with other commercial banks.</p>	

Nr.	BID CONDITIONS	If no, indicate deviation
	<p>xii. The bidder must provide evidence of security aspects of the online electronic banking system be indicated.</p> <p>f) Bank Credit Transfer (BCT)</p> <p>i. The bidder must be able to effect manual funds transfers on instruction by FSPT. The transfers should include payments resulting from amounts in excess of R1 million (BAS, LOGIS) and R5 million (PERSAL).</p> <p>g) Transitional Arrangements and Training</p> <p>i. The bidder must have a system that can be accessed through the internet.</p> <p>ii. The bidder must be able to register the operators and limit their respective access levels on the system.</p> <p>iii. FSPG must be able to reset passwords of Administrators and if not the service to be provided free of charge.</p> <p>iv. The bidder must provide training to FSPG officials on the electronic banking system.</p> <p>v. The bidder must have a call centre to provide immediate assistance regarding problems with the online electronic banking system.</p> <p>vi. The bidder must provide monthly reports to FSPT to verify/validate authenticity of operators loaded on the system (user validation reports). The report must enable FSPT to verify the users and the functions they can perform on the system.</p>	
6.5.3	BANK STATEMENTS	
	<p>a) Electronic bank statement – the bidder must be able to provide the FSPG with daily information in an electronic format of all transactions that interface with the Province’s Accounting Systems for reconciliation purposes.</p> <p>b) The successful bidder must be able to provide original bank statements together with all supporting documentation, for all accounts held with the bidder to each department and trading entity at least once a week.</p>	

Nr.	BID CONDITIONS	If no, indicate deviation
	<ul style="list-style-type: none"> c) FSPG must be able to download bank statements electronically. d) The bank statements are to specifically reflect detailed charges in respect of electronic transactions service fee and cash deposit and/or funds transfer fees alongside each transaction. Other bank charges/penalties can appear as separate line items on the statements. 	
6.5.4	INTEREST CALCULATION, DISTRIBUTION AND APPLICABLE RATES	
	<ul style="list-style-type: none"> a) The interest earned or paid by FSPG must be calculated on the consolidated daily balance (excluding trading entities). The interest should be debited or credited against a nominated account. The details of interest calculations must be made available on a monthly basis or as and when requested. b) Flexibility should exist where interest on overdrawn bank accounts within the system can be charged. c) The bidder must provide details of interest rates that would apply to FSPG. 	
6.5.5	PETTY CASH	
	<ul style="list-style-type: none"> a) The bidder must be able to provide a Petty Cash Card which can be used to withdraw petty cash from a branch teller. This Petty Cash Card will allow the respective departments, through the FSPT, to appoint nominees who will be enabled to withdraw funds at any bank branch for official purposes (FSPT to be used as a central point for coordinating and delivery to card holders). b) The Petty Cash Card must have the following features: <ul style="list-style-type: none"> i. The ability to be linked to a specific account. ii. Allow for the card to be prefunded and not go into an overdraft. iii. No limit to the actual number of cards that may be issued on the account. iv. The Petty Cash card must be configured to only withdraw specified daily limit from 	

Nr.	BID CONDITIONS	If no, indicate deviation
	<p>inside the branch of the bank by authorized FSPG officials.</p> <p>v. Petty cash cards must be limited to cash withdrawals only (no in store swiping/purchases).</p> <p>vi. The statement for the petty cash card account should detail card numbers, dates and amounts drawn.</p> <p>vii. All charges related to the card must be recovered/paid from the nominated bank account.</p> <p>viii. The bidder must list the additional benefits of the Card.</p>	
6.5.6	POINT OF SALE DEVICES (CARD MERCHANT SERVICES)	
	<p>a) The bidder must be able to install point of sale devices, as directed by FSPG, which will be able to accept credit, debit and other cards and be linked to the Province's accounting system.</p> <p>b) The bidder must be able to provide linkage of more than one device to a GPRS network.</p> <p>c) The bidder must provide the list of risks and security measures in different types of cards.</p> <p>d) The bidder must be able to provide daily reports per department for reconciliation purposes.</p>	
6.5.7	FOREIGN EXCHANGE SERVICES	
	<p>a) The bidder must be able to provide daily foreign exchange information online or electronically to designated FSPG officials.</p> <p>b) The bidder must be able to provide a service to FSPG departments whereby international funds transfers can be facilitated as well as foreign currencies be arranged for officials travelling abroad.</p>	
6.5.8	BENEFICIARY VERIFICATION MAINTENANCE BANK SERVICE - ACCOUNT ENTITY	

Nr.	BID CONDITIONS	If no, indicate deviation
	<ul style="list-style-type: none"> a) The bidder must provide a bank online system to electronically verify bank details of all suppliers and employees of FSPG, by authorized staff members of the FSPT. b) The service must be available to verify banking details of any bank. c) The bidder must demonstrate how they will facilitate the process to ensure the provisions of the Protection of Personal Information Act. d) The bidder must enable FSPT to print confirmation of verified banking details. 	
6.5.9	ADDITIONAL REQUIREMENTS	
	<ul style="list-style-type: none"> a) The FSPG currently has an Exchequer Account and at least fourteen (14) Pay Master General Accounts and must be maintained and operated from Bloemfontein and the expected annual income and expenditure for FSPG is in excess of thirty-nine (39) billion rand in the current financial year (There is a possibility that a number of PMG accounts may change). b) The bidder must (on a quarterly basis on or before the 15th of the month following the quarter) provide the following information regarding the province's liability towards guarantees used for housing bonds: surname, initials, Identity number, account number, original date of guarantee, original guarantee amount, original loan amount, arrears, current guarantee amount, release date of guarantee and reason for liability if not released after 5 years. c) The bidder must compile and submit to FSPG on a monthly basis a detailed reconciliation of all charges on bank statements. The bidder must provide supporting documentation to FSPT for verification of charges. d) The bidder must be able to deal with enquiries within 24 hours. e) The bidder must supply the respective Provincial Departments with uniquely designed and MIRC encoded deposit books (in triplicate) in accordance with FSPG specifications. 	

Nr.	BID CONDITIONS	If no, indicate deviation
	<p>f) The bidder must provide a deposit identifier on the respective departments' deposits which incorporates a deposit identifier validation routine in order to facilitate identification and reconciliation of all deposits made into respective Bank Accounts.</p> <p>g) Agreement on the BANKSERVE Settlement facilities (currently R3 billion) and temporary bridging/overdraft/overnight facilities (R300 million) must be signed by both parties on an annual basis. This document should be renewed by no later than the last working day of March and be effective from the 1st of April on annual basis (specify conditions and timeframes on the utilization of these facilities if applicable).</p> <p>h) Where no agency/branch facilities are available in a particular area, the bidder will be responsible to negotiate with the other banking institutions for availing of facilities in that area at the same tariff as per contract.</p> <p>i) The bidder must indicate the extent to which the FSPG accounts will qualify for beneficial credit interest rates and must stipulate the guidelines which will be used to fix such credit interest.</p> <p>j) The bidders must comply with applicable requirements of the PFMA and any other prescripts in every respect.</p> <p>k) The bidder must submit reference letters from the provision of corporate and commercial banking services with contactable references on the letterhead of the client that is signed by the authorized person.</p> <p>l) Project technical team set-skills: The bidder must demonstrate the technical experience of the human resources for the duration of the contract.</p> <p>m) In cases where the bidder does not have a local branch in a particular town/location it must be the bidder's responsibility to provide cash-in-transit facility or alternative solution for daily deposits. Bidders must provide available information on cash deposit machines or alternative solution</p>	

Nr.	BID CONDITIONS	If no, indicate deviation
	<p>relating to cash deposits, information must include specifications/functionality such as coins and notes (daily collection and banking).</p> <p>n) Systems and procedures might be developed and changed during the term of the contract. Bidders must indicate their ability and willingness to participate in the developments and implementation thereof (future developments).</p> <p>o) In the event that certain items are not in place when the contract commences the successful bidder must commit to a timeframe which will be endorsed by FSPG for availing the items.</p> <p>p) The bidders are further required to submit a separate pricing list for all services rendered by the bank. In the event that the FSPG wishes to enlist any of the items (outside the bid) reflected on this pricing list, such items will be accepted with the same terms and conditions applicable to contract items, e.g. escalation clause, etc.</p> <p>q) The bidder must have its own service provider for the printing and providing of all stationery to the FSPG, which includes MICR encoded deposit books and merchant machine printing rolls.</p>	
7	CONTENTS OF THE BID DOCUMENT	
	<p><i>The bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their bids should be concise, written in plain English and simply presented. <u>Bidders are to set out their bid documents in the format prescribed hereunder:</u></i></p>	
8	BID SUBMISSION CHECKLIST	
8.1	The bidders must complete and return the “Bid Submission Checklist”.	
9	INVITATION TO BID	
9.1	The bids must be submitted in the prescribed bid documents.	

Nr.	BID CONDITIONS	If no, indicate deviation
10	SARS TAX COMPLIANCE SYSTEM PIN	
10.1	A SARS Tax Compliance System Pin must be attached to the bid document. In case of a consortium/ joint venture, or where sub-contractors are utilized, SARS Tax Compliance System Pin for each consortium/ joint venture member and/or sub-contractor (individual) must be submitted. Refer to part B, paragraph 2 of SBD1	
11	DECLARATION OF INTEREST	
11.1	Each party to the bid must complete and return the "Declaration of Interest".	
12	DECLARATION OF BIDDER'S PAST SCM PRACTICES	
12.1	Each party to the bid must complete and return the "Declaration of Bidder's past SCM Practices".	
13	GENERAL CONDITIONS OF THE CONTRACT	
13.1	The General Conditions of the Contract must be accepted.	
14	SPECIAL CONDITIONS OF THE CONTRACT	
14.1	The Special Conditions of the Contract must be accepted.	
15	CONFIDENTIALITY	
15.1	The bid document and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.	
15.2	All bidders are bound by a confidentially agreement preventing the unauthorized disclosure of any information regarding the Free State Provincial Government or of its activities to any other organization or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the accounting officer or the delegate.	

Nr.	BID CONDITIONS	If no, indicate deviation
16	NON-COMPLIANCE WITH DELIVERY TERMS	
16.1	As soon as it becomes known to the contractor that he will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, the Free State Provincial Government must be given immediate written notice to this effect. The Free State Provincial Government reserves the right to implement remedies as provided for in the GCC.	
17	WARRANTS	
17.1	The Contractor warrants that it is able to conclude this Agreement to the satisfaction of the Free State Provincial Government.	

ENQUIRIES

Any other enquiry may be directed to Supply Chain Management (Mr. M.A Machela) at e-mail: (BT2022@treasury.fs.gov.za).

end of bid document