

### **INVITATION TO BID**

REFERENCE NUMBER:	CCB 2025/01/01			
SERVICES NEEDED:	PROVISION OF BANKING SERVE (5) YEARS	PROVISION OF BANKING SERVICES FOR THE PERIOD OF		
CLOSING DATE: CLOSING TIME:	07 February 2025 16H00	07 February 2025		
EVALUATION CRITERIA:	80/20 Preference Point S	80/20 PREFERENCE POINT SYSTEM		
ENQUIRIES:	BIDDING PROCEDURES  MS DEIDRE HARTZENBERG  procurement@castleofgoodhope.co.za	TECHNICAL-RELATED  MR. MANDLA NGEWU  cfo@castleofgoodhope.co.za		

### **PROPOSAL SUBMITTED BY:**

NAME OF COMPANY	
PHYSICAL ADDRESS	
CSD NUMBER	
CONTACT DETAILS (email)	
Contact person name	



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### 1 INTRODUCTION

The Castle Control Board is a Schedule 3A Public Entity of the Ministry of Defence and Military Veterans. The Castle Control Board (CCB) was established in terms of the Castle Management Act, Act 207 of 1993. The CCB stipulates certain outcomes to be achieved. These outcomes form a set of strategic outputs which all planning operations are based outcomes. These strategic outcomes are as follows:

- To preserve and protect the military and cultural heritage of the Castle of Good Hope.
- To optimize the tourism potential of the Castle of Good Hope.
- To optimise accessibility to the Castle of Good Hope by the public.

The Castle of Good Hope is a declared National Heritage site protected in the National Heritage Resources Act, Act 25 of 2000. Therefore, the strategic outcomes must also include:

- Promotion, development and interpretation of the Castle of Good Hope as a place of education and learning.
- Development of the capacity of the Caste of Good Hope to promote understanding, reconciliation and nation-building.
- Agreement with the Department of Defence in terms of the management of the Castle of Good Hope as a defence endowment property.

The Castle Control Board is responsible for the overall management, maintenance and promotion of the Castle of Good Hope as a heritage site and tourism attraction. In terms of the legislative mandate, the organisation is expected to provide a range of public services and goods on behalf of the Department of Defence to local community members, tourists, school learners, students, conservation agencies, exhibitors, performers, cultural organizations, traditional authorities, filming companies, event organisers, military institutions and many more.

The Castle of Good Hope has several museums and exhibitions. These include the Military Museum, the Iziko Museums managed William Fehr collection and ceramic museum, the Camissa Museum, and other temporary exhibitions such as the Cape Malay and Slave Art Gallery exhibition.

These museums showcase different attractions at the Castle of Good Hope.

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Apart from the displays, the Castle of Good Hope has a retail space for the restaurant and coffee shop. This retail space is situated in the Adam Kok wing of the building. The CCB is therefore looking for a service provider that will operate these services. For more information of Castle Control Board and Castle of Good Hope, you are referred to <a href="https://www.castleofgoodhope.co.za">www.castleofgoodhope.co.za</a>.

The CCB is located at the Castle of Good Hope in the City of Cape Town.

### 2 BACKGROUND

Section 7.2(b) of the PFMA states that a public entity or a constitutional institution may open a bank account only after any prescribed tendering procedures have been complied with.

Section 7.2(a) of the PFMA authorizes a public entity or a constitutional institution to open a bank account only with a bank registered in South Africa and approved in writing by the National Treasury.

It is against this background, that CCB solicits a bank registered in South Africa to open a bank account with.

The bank account will operate for a period of 5 (five) years commencing on 01 April 2025 and ending on the 31 March 2030.

### 3 PURPOSE

The purpose of this document is to detail the scope of work, incorporating the tasks and responsibilities of the bidder required by CCB for providing banking services.



### 4 DEFINITIONS

- 4.1 **CoCT** refers to City of Cape Town Metropolitan Municipality
- 4.2 **EFT** refers to Electronic Funds Transfer
- 4.3 CCB refers to Castle Control Board
- 4.4 **DoD** refers to the Department of Defence
- 4.5 **MoD MV** refers to the Minister of Defence and Military Veterans
- 4.6 **PC** refers to Personal Computer
- 4.7 **PFMA** refers to Public Management Finance Management Act No.1 of 1999, as amended.
- 4.8 **SLA** means Service Level Agreement which is a contract that defines the level of service expected from the service provider
- 4.9 VAT refers to Value Added Tax
- 4.10 **VIP** refers to the SAGE payroll system

### 5 LEGISLATIVE FRAMEWORK OF THE BID

#### 5.1 Tax Legislation

Bidders must be compliant when submitting a proposal to CCB and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

#### 5.2 Procurement Legislation

This will be processed in accordance with the PPPFA requirements. CCB's Supply Chain Management Policy and Contract Management Policy outline the procurement process and a supplier performance evaluation process, respectively.

#### 5.3 Technical Legislation and/or Standards

Bidders should be cognizant of the legislation and/or standards specifically applicable to the services.



### 6 COMPULSORY BRIEFING SESSION

6.1 There will be no briefing session to be held.

### 7 TIMELINE OF THE BID PROCESS

7.1 The period of validity of this bid and the withdrawal of offers, after closing date and time is **90** days. The project timeframes of this bid are set out below:

Activity	Due Date	
Advertisement of bid on Government e-Tender	20 January 2025	
Portal/ CCB Website		
Bid documents will be accessed from the	20 January 2024	
CCB website:		
Bid closing date and time	07 February 2025 at 16H00	

- 7.2 All dates and times in this bid are South African standard time.
- 7.3 Any time or date in this bid is subject to change at the CCB's discretion.
- 7.4 The establishment of a time or date in this bid does not create an obligation on the part of CCB to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.
- 7.5 The bidder accepts that, if CCB extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

### 8 CONTACT AND COMMUNICATION

- 8.1 A nominated official of the bidder(s) can make enquiries in writing, to Ms. Deidre Hartzenberg for enquiries, via email <a href="mailto:procurement@castleofgoodhope.co.za">procurement@castleofgoodhope.co.za</a> and <a href="mailto:cfo@castleofgoodhope.co.za">cfo@castleofgoodhope.co.za</a> and/or by phone at 021 461 4676. Bidders must reduce all telephonic enquiries by writing and sending them to the above email address.
- 8.2 The delegated official at CCB may communicate with the bidder(s) where clarity is sought in the bid proposal.
- 8.3 Any communication with an official or a person acting in an advisory capacity for CCB in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.
- 8.4 All communication between the bidder(s) and CCB must be done in writing.



- 8.5 Whilst all due care has been taken in connection with the preparation of this bid, CCB makes no representations or warranties that the content of the bid or any information communicated to or provided to the bidder(s) during the bidding process is, or will be, accurate, current, or complete. CCB and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current, or complete.
- 8.6 If bidder(s) find(s) or reasonably believe(s) it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by CCB (other than minor clerical matters), the bidder(s) must promptly notify CCB in writing of such discrepancy, ambiguity, error, or inconsistency in order to afford CCB an opportunity to consider what corrective action is necessary (if any).
- 8.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CCB will, if possible, be corrected and provided to all bidder(s) via CCB website, without attribution to the bidder(s) who provided the written notice.
- 8.8 All people (including bidder(s) obtaining or receiving the bid and any other information in connection with the bid of the tendering process) must keep the contents on the bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

### 9 LATE BIDS

Bids received after the closing date and time, at the email address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder(s).

### **10 COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders or qualifying any bid conditions may result in the invalidation of such proposals.

### 11 FRONTING

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



11.2. CCB, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the proposals. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such an enquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of (14) fourteen days from the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor conducting business with the public sector for a period not exceeding (10) ten years, in addition to any other remedies CCB may have against the bidder/contractor concerned.

### 12 SUPPLIER DUE DILIGENCE

- 12.1 CCB reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.
- 12.2 CCB reserves the right to request presentations/ demonstrations from the short-listed bidders as part of the bid process.

### 13 SUBMISSION OF PROPOSALS

- 13.1 Bidders must submit documents, on or before the closing date and time, either by:
- 13.2 Electronic submission by way of compressing the documents into a zip format **OR** send through a link pointing to your cloud account for the file access quoting the reference of **the Bid Number CCB2025/01/01** and email to **procurement@castleofgoodhope.za**
- 13.3 Bid documents will only be considered if received by CCB before the closing date and time.



- 13.4 Bidders are required to submit, **before or on 07 February 2025 at 16H00**, the following:
- 13.4.1 A comprehensive proposal which clearly refers to all requirements of the functionality criteria.
- 13.4.2 The comprehensive proposal must outline the bidder's understanding of the brief and show evidence of the ability to meet the scope requirements and all expected deliverables.
- 13.4.3 All necessary proof of meeting the competency and expertise requirements.
- 13.4.4 Rates structure in response to the required banking services.
- 13.4.5 All pre-qualification documents.
- 13.5 Bidders are requested to submit a minimum of three (3) favorable reference letters from government institutions.

### 14 DURATION OF CONTRACT

The successful bidder will be appointed for a period of (60) sixty months.



### 15 SCOPE OF WORK

- 15.1 The bidder must provide the following:
- 15.1.1 An efficient and cost-effective transactional and electronic banking service.
- 15.1.2 Enhanced business processes for improved efficiency.
- 15.1.3 Processes and controls to mitigate operational risk and fraud.
- 15.1.4 A complete centralized banking service consisting of:
  - One main current account
  - One secondary current account for dedicated funds
  - One short-term interest-bearing/ savings account with more favorable interest rates than current accounts and the ability to have free access to funds within at most 48 hours.
- 15.1.5 A seamless phased-in implementation of the conversion interface.
- 15.1.6 A seamless transfer of existing debit orders to the new bank account.
- 15.1.7 A full audit trail and updated security system.
- 15.1.8 A favorable interest rate on credit balances in the accounts.
- 15.1.9 An effective, safe and user-friendly petty cash system of banking to allow quick access to transact without using cash and which allows for easy monitoring and controls.
- 15.2 The bidder must dedicate a suitably qualified and experienced business/ private account manager whom CCB will deal with on all banking related matters.

### 16 EXPECTED DELIVERABLES

16.1 The bidder must provide solutions regarding the following:

### 16.1.1 Transactional Banking Services

- 16.1.1.1 Introduction
  - a. The bidder must make a commitment to offer customized and sustainable banking services in relation to CCB's needs through dedicated service managers.
  - b. Access to account balances and ability to transact 24 hours a day.
- 16.1.1.2 Payments/ Receipts Services must include:
  - a. Processing of electronic payments
  - b. Processing of electronic receiving
  - c. Proposal of a method for managing a "cashless" petty cash system.



#### 16.1.1.3 Short-term Interest-Bearing/ Savings Account Proposal must include:

- a. More favorable interest rates than current accounts
- b. Ability to have free access to funds within at most 48 hours.

### 16.1.1.4 Beneficiary Bank Account Verification Services must include:

- a. Confirmation (affirmative or negative only) of details including account name, branch code, and account number, supplied by CCB.
- b. Provision of necessary validation of beneficiary banking details prior to payment by CCB.
- c. Ability to transmit confirmation requests to CCB by electronic means, which are email and telephone.

#### 16.1.1.5 Statements

- a. Bank statements and all supporting documentation must be sent monthly.
- b. CCB must be able to access statements and transactional history electronically.

#### 16.1.1.6 Charges and Fees

- a. Statements must specifically reflect charges in respect of service fees and deposit fees alongside each transaction.
- b. Other bank charges and fees may appear on separate line items on the statements.

#### 16.1.2 Electronic Banking Services

### 16.1.2.1 Introduction

- a. The bidder is expected to understand and be able to identify CCB's needs and to be able to provide innovative solutions.
- b. The bidder must provide real-time systems that provide cash management, payment and receipts solutions.
- c. These solutions must have built in efficiencies where there is a clear reduction in costs regarding CCB's administration and accounting functions, improved controls with the results being in a reduction in operational risk and fraud.
- d. The bidder must be able to facilitate the secure and timeous movement of funds.
- e. Provide PC and mobile-based access to online banking services.
- f. Online banking services must be easily accessible, and the use of support application software must not hinder or cost CCB additionally
- g. Online banking services must support all web browser platforms.
- h. The bidder must meet CCB's requirements in respect of EFTs for all salaries, creditor and other payments.



- i. The bidder must ensure that management of payments meets the following imperative requirements:
  - Timeous and secure processing of all transactions
  - The ability to interface, where required, with payroll (VIP) and line-of- business applications which may be implemented.
  - Stringent authorization and security controls.
  - Efficient management and reduction of risk processes.
  - Enhanced data integrity due to stringent validation controls.
  - Cost efficient processes.

#### 16.1.2.2 Transactional and Balances must include:

- a. Online real-time account balance and transactional enquiries
- b. Real-time transaction search capabilities
- Transaction history (list of transactions) storage retrieval for up to 12 months
- d. Online stop payment facility
- e. Online account enquiries
- f. Ability to identify direct deposits and other transactions/ transfers online
- g. Ability to download bank statements in an acceptable and compatible format
- h. Ability to download audit trails and proof of payment for current and historical transactions for up to 12 months.
- i. Ability to pay salaries directly into the employees' bank accounts on a set future date (date of funds transferred must be the date of transfer regardless of the banking institution).
- j. Payment of third-party accounts via electronic media i.e., debit orders, electronic payments, etc.
- k. Receiving payments via electronic media.

#### 16.1.2.3 Electronic Funds Transfer (EFT) requirements must include:

- a. Payments to beneficiaries must be affected in real time.
- b. Payments to beneficiaries at other banks must be affected on the same day if effected by 16H00 weekdays and 10H00 on Saturdays.
- c. Payment templates or beneficiary folder management must be held on the system for regular payments.
- d. Batch payment facility option.



### 16.1.3 Implementation and Training

- 16.1.3.1 Dedicated team and Project Manager for:
  - a. All-inclusive seamless installation of all solutions
  - b. Transactional banking solutions
  - c. Electronic banking solutions
- 16.1.3.2 The seamless phased-in implementation of the conversion interface
- 16.1.3.3 Seamless transfer of existing debit orders to the new bank account
- 16.1.3.4 Contractual agreement in the line of a Service Level Agreement (SLA) between CCB and the Bank, which the successful bidder will compile.
- 16.1.3.5 Sufficient time frames for implementation of the different solutions
- 16.1.3.6 The bidder must identify training requirements and time frames for the implementation of solutions.
- 16.1.3.7 A dedicated specialist Electronic Banking Manager must attend to the following:
  - a. Ensure correct set up and optimization a possible payroll structure.
  - b. Identify all additional systems interface requirements for electronic statements and electronic fund transfers.
  - c. Identify cash management, payments management and internet banking
  - d. Liaise with appropriate officials.
  - e. Identify, in consultation with CCB, all access levels, authorities, profiles and limits for officials requiring access to the electronic banking systems.
  - f. Attend to the legal documentation and the signing thereof.
  - g. Formalize service level agreements incorporating back up procedures and processes particularly with regards to electronic fund transfers.
  - h. Identify training requirements and arrange the necessary training in consultation with CCB.
  - i. Provide all user manuals.

## 16.1.4 Relationship Management and Ongoing Customer Maintenance requirements include:

- 16.1.4.1 Dedicated business/private banker/ accounts manager/ relationship manager must deal with all needs of CCB over the term of contract.
- 16.1.4.2 Must be located within the City of Vape Town Metropolitan Municipality
- 16.1.4.3 Must have a minimum of 5 years' banking experience.
- 16.1.4.4 Must be able to assist with resolving any problems and enquiries within 24 hours.



### 17 COMPETENCY AND EXPERTISE REQUIREMENTS

- 17.1 The bidder must meet the following requirements:
- 17.1.1 The bank must be registered in South Africa in compliance with the Bank Act with suitably qualified personnel.
- 17.1.2 Dedicate a suitably qualified and experienced business/private/account manager whom CCB will deal with on all banking matters.
- 17.1.3 The dedicated business manager must be located within the CoCT.
- 17.2 The bidder must submit, in response to the scope of work and expected deliverables, a proposal detailing the following:
- 17.2.1 An outline of your own interpretation of the brief and how they propose to carry out the assignment, i.e., showing your approach to banking services and how your proposal relates to CCB.
- 17.2.2 Propose value added services to CCB.
- 17.2.3 Propose a work schedule for the implementation and phase-in.
- 17.2.4 Proposed project team with an identified project manager for implementation and training including their CVs.
- 17.2.5 An overview of company profile.
- 17.2.6 The company's latest ranking by the internationally recognized Bank Rating Agencies, i.e., Moody's, Fitch and S&P, make a reference for ease of accessing and verifying such ratings.
- 17.2.7 An overview of your products or options that you offer and reflect on how they may add value to CCB's quest to maximize returns from their investments.
- 17.2.8 Proposed effective, safe and user-friendly petty cash system of banking to allow quick access to cash required for top ups which allow for easy monitoring and controls.
- 17.2.9 Details around technicalities of the online banking system including any support applications that are required for access and the web browser platforms that are supported by the banking system.
- 17.2.10 A list of all your offices, i.e. branches.
- 17.2.11 A list of your clients; like departments, public entities, trading entities, municipalities, and municipal entities, for the past three (3) years.

### 18 SPECIAL CONDITIONS OF CONTRACT

- 18.1 CCB shall not invest with an institution where the degree of risk is perceived to be higher than the average risk associated with investment institutions.
- 18.2 CCB shall not make deposits with institutions that are not registered with the South African Registrar of Banks.

18.3 Any misrepresentation of facts may lead to disqualification. Should such misrepresentation be uncovered after commencement of contracted work, CCB reserves the right to terminate the contract and recover all the payments made to the business.

#### 19 PRICING MODEL

- 19.1 Bidders must fill in the "Pricing Schedule" as supplied in this bid documentation.
- 19.2 Price will be evaluated as the net of interest received and bank charges.
- 19.3 Part 1- bank charges: bidders must complete the supplied schedule of costs for the purposes of evaluation only.
- 19.4 Bidders must submit a separate comprehensive list of all costs for all possible charges, those included and not included on the supplied schedule, for the purposes of the service level agreement.
- 19.5 Part 2- interest return: bidders must submit a price quotation based on their rates of interest as a percentage (%) in the column [interest rate %] and apply that rate to the base amount in the column [investment amount] for all the listed products. Interest rates must be linked to prime interest rates and for the purposes of evaluation, the prime rates are set at 11.75%.
- 19.6 The interest yielded must reflect as an amount in the column [interest amount] for the year.
- 19.7 The assumption is that the monthly balance in each account is represented by the "Investment Amount". The balance is the same for each of the 12 months. And equal to the "Investment Amount".
- 19.8 Failure to price all the above-mentioned products will result in disqualification.

### **Pricing Schedule**

(Banking Services)

Ref Number: CCB2025/01/01	Closing Time: <u>16H00</u>	on <u>07February 2025</u>
Name of bidder:		

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

- 1. PRICE WILL BE EVALUATED AS THE NET OF INTEREST RECEIVED AND BANK CHARGES.
- 2. BIDDERS MUST SUBMIT A SEPARATE COMPREHENSIVE LIST OF ALL COSTS FOR ALL POSSIBLE CHARGES (THOSE INCLUDED AND THOSE NOT INCLUDED ON THIS SCHEDULE) FOR THE PURPOSES OF THE SLA.
- 3. PART 1 -BANK CHARGES: BIDDERS MUST COMPLETE THE BELOW SCHEDULE FOR THE PURPOSES OF EVALUATION ONLY.
- 4. PART 2 -INTEREST RETURN: BIDDERS MUST PROPOSE INTEREST RATE AS A PERCENTAGE (%) IN THE COLUMN [INTEREST RATE %] AND APPLY THAT RATE TO THE BASE AMOUNT IN THE COLUMN [INVESTMENT AMOUNT] FOR ALL THE LISTED PRODUCTS. INTEREST RATES MUST BE LINKED TO PRIME INTEREST RATE. FOR EVALUATION PURPOSES, THE PRIME IS SET AT 11.75%.
- 5. THE INTEREST YIELDED MUST REFLECT AS AN AMOUNT IN THE COLUMN [INTEREST AMOUNT] FOR THE YEAR.
- 6. THE ASSUMPTION IS THAT THE MONTHLY BALANCE IN EACH ACCOUNT IS REPRESENTED BY THE "INVESTMENT AMOUNT". THE BALANCE IS THE SAME FOR EACH OF THE TWELVE (12) MONTHS AND EQUAL TO THE "INVESTMENT AMOUNT".
- 7. FAILURE TO PRICE ALL THE LISTED PRODUCTS WILL RESULT IN DISQUALIFICATION.

#### **PART 1-BANK CHARGES:**

ITEM No.	PRODUCT/ TYPE OF ACCOUNT	INVESTMENT AMOUNT P.A.	NUMBER OF TRANSACTIONS	VALUE OF TRANSACTION	COST P.A. (ALL INCLUSIVE)
		R	PER YEAR	S PER YEAR	
		A. Curre	nt Account		
1.	Business Cheque Account	10,000,000			
1.1	Electronic bank transfers received (direct deposits)		4	10,000,000	
1.2	Electronic bank transfers (creditor's payments)		400	R1,900,000	
1.3	Debit orders		180	R115000	
1.4	Electronic bank transfers (salary payments -70 employees)		70x12 (25 employees once a month)	R6,300,000	
1.5	Hard copy bank statements monthly		12	N/A	
1.6	Electronic bank statements		12	N/A	
1.7	Service fee, if applicable		12	N/A	
1.8	Management fee, if applicable		12	N/A	
Sub-T	「otal				

	B. Short-Term -Interest Bearing Savings Account				
2.	Investment Deposit	10,000,000			
2.1	Electronic bank transfers received (direct deposits)		4		
2.2	Electronic bank withdrawals		4		
2.3	Hard copy bank statements monthly		12	N/A	
2.4	Electronic bank statements		12	N/A	
2.5	Management/ service fee, if applicable		12	N/A	
Sub-	Total				
ТОТ	AL FEES for PART 1 (A + B)				

### Part 2 -Interest Return:

No.	PRODUCT/ TYPE OF ACCOUNT	INVESTMENT AMOUNT	INTEREST RATE %	INTEREST AMOUNT PER ANNUM R
1.	Business Current Account	10,000,000		
2.	Short-term – Interest-Bearing Savings Accounts	10,000,000		
TOTA				

**Bid Price = (PART 2 COST - PART 1 FEES)** 

TOTAL INTEREST EARNED	TOTAL FEES	BID PRICE AMOUNT	
(PART 2)	(PART 1)	R	

Period required for commencement with project after acceptance of bid:			

Enquiries may be directed as follows:

Regarding bidding procedures-

Castle Control Board Castle of Good Hope Cnr Castle and Darling Str Cape Town 8001

Deidre Hartzenberg Tel: +27-21-461 4676

Email: procurement@castleofgoodhope.co.za

For technical information:

Castle Control Board Castle of Good Hope Cnr Castle and Darling Str Cape Town 8001

Mandla Ngewu +27-21-461 4676

Email: cfo@castleofgoodhope.co.za

### 20 EVALUATION AND SELECTION CRITERIA

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

Pre-qualification Criteria (Gate 0)	Functionality Criteria (Gate 1)	Price and Specific Goals (Gate 2)
Bidders must submit all documents as outlined in <b>(Table 1)</b> below. Only bidders that comply with ALL these criteria shall proceed to Gate 1.	achieve a minimum of <b>80</b> points out of 100 points to proceed to Gate 2 (Price and	out of 100 points, as per ( <b>Table 2</b> ), below and Gate 2

### 20.1 Gate 0: Prequalification

- 20.1.1 The bidders must return the documents listed in **Table 1 below**.
- 20.1.2 All documents must be completed and signed by the duly authorized representative of the prospective bidders.
- 20.1.3 During this phase Bidders' responses will be evaluated based on compliance with the listed administration, using the Central Supplier Database (CSD), and mandatory bid requirements.
- 20.1.4 The bidders' proposals may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification.

Table 1: Documents that must be sull Document that must be submitted	Non-	submission may result in ualification?
1. SBD 1 -Invitation to Bid	YES	Complete and sign the supplied pro forma document.
2. Tax Clearance Certificate	YES	<ul> <li>a. CCB transacts with service providers that have a compliant tax status.</li> <li>b. CCB makes use of the CSD report to verify the tax status of suppliers. Please ensure that your tax business is in good order with SARS.</li> <li>c. CCB does not transact with service providers that have a non-compliant tax status.</li> </ul>
3. Pricing Schedule	YES	Complete the supplied pro forma document.
3.1 Attached detailed quotation	YES	Attached a detailed quotation.
4. SBD 4 -Bidder's Declaration of interest	YES	Complete and sign the supplied pro forma document.
5. SBD 6.1 -Preference Points Claim Form in terms of Preferential Procurement Regulations, 2022	YES	Complete and sign the supplied pro forma document.  Non-submission will lead to a zero (0) score on Specific Goals.
6. SBD 6.2 Declaration Certificate for Local Production and Content for Designated sector	YES	Complete and sign the supplied pro forma document.
7. SBD 8 Declaration of Past Supply Chain Management Practice	YES	Complete and sign the supplied pro forma document.
8. SBD 9 Certificate of Independent Bid Determination	YES	Complete and sign the supplied pro forma document.
9 Central Supplier Database (CSD) Report		
10 Company Registration Certificate	Yes	Attached document

### 20.2 Gate 1: Functionality Criteria

- 20.2.1 Bidders must score 80 points to proceed to Gate 2.
- 20.2.2 Bidders must reference their submission alongside the functionality criteria in Column [reference in pack].

Cr	terion Element		Weight	Reference in
				pack
Me	Methodology, Approach and Product Services Offered		15	
a.	The proposal must take into consideration the requirement			
	in 17.2 above which include methodology and approach in			
	delivering the banking services including:			
	<ul> <li>Interpretation and response to the brief and scope of work.</li> </ul>			
	- Overview of company products or options and how they add			
	value to CCB.			
	- Proposed work schedule for implementation.			
Cr	iterion Element	Points	Weight	Reference in
		Allocated		pack
Inr	novation and Appropriateness of Products		22	
Of	fered			
a.	Proposal on petty cash system of top ups	[5 points]		
b.	Proposal on the technicalities of the online banking			
	system, including any support applications that are			
	required for access and web browser platforms that			
	are supported by the banking system. Access must			
	be as simple as possible.	[3 points]		
c.	Ability to interface with the proposed payroll system.	[2 points]		
d.	Ability to download audit trails and proof of payment			
	for current and historical transactions for up to 12			
	months.	[4 points]		
e.	Ability to pay salaries directly into the employees' bank			
	accounts on a set future date.	[4 points]		
f.	Ability to identify direct deposits and other	<b>.</b>		
	transactions/ transfers online.	[2 points]		
g.	Ability to download bank statements in an acceptable			
	and compatible format.	[2 points]		

Criterion Element	Points	Weight	Reference in
	Allocated		pack
Experience and Reputation of Company		10	
a. Company profile showing:			
<ul> <li>over 30 years' experience</li> </ul>	[5 points]		
<ul> <li>over 25 years' experience</li> </ul>	[4 points]		
<ul> <li>over 20 years' experience</li> </ul>	[3 points]		
<ul> <li>over 15 years' experience</li> </ul>	[2 points]		
<ul> <li>10 – less than 15 years' experience</li> </ul>	[1 point]		
- less than 10 years' experience	[0 points]		
b. Locality of offices, operational branch:			
- in City of Cape Town Metropolitan Municipality	[5 points]		
- outside City of Cape Town Metropolitan	[0 points]		
Municipality			
[points based on submission company profile]			
<b>Expertise and Relevant Expertise of Company in</b>		15	
Similar Works			
a. 3 favorable and contactable reference letters <b>plus</b>			
<ul> <li>List of 15 government clients</li> </ul>	[15 points]		
<ul> <li>List of 10 government clients</li> </ul>	[10 points]		
<ul> <li>List of 5 government clients</li> </ul>	[5 points]		
- Less than 5 government clients	[0 points]		
[supply list of government clients and a minimum of 3	favorable		
contactable reference letters from government inst			
which you successfully supplied similar services]			
Bank Ratings		18	
a. Bank's latest SA's National Scales Ratings for long-			
term/ short-term by recognized Bank Rating Agencies:			
- S & P SA long-term (AAA)	[3 points]		
- S & P SA long-term (AA)	[2 points]		
- S & P SA long-term (A)	[1 point]		
- S & P SA short-term (AAA)	[3 points]		
- S & P SA short-term (AA)	[2 points]		
- S & P SA short-term (A)	[1 point]		
<ul> <li>Moody's SA long-term (AAA)</li> </ul>	[3 points]		
<ul> <li>Moody's SA long-term (AA)</li> </ul>	[2 points]		
- Moody's SA long-term (A)	[1 point]		
- Moody's SA short-term (NN-1)	[3 points]		
- Moody's SA short-term (NN-2	[2 points]		
- Moody's SA short-term (NN-3)	[1 point]		
- Fitch SA long-term (AAA)	[3 points]		
- Fitch SA long-term (AA)	[2 points]		
- Fitch SA chart torm (A)	[1 point]		
- Fitch SA short-term (F1)	[3 points]		
- Fitch SA short-term (F2)	[2 points]		
- Fitch SA short-term (F3)	[1 point]		
[points based on submission of proof of ratings claime	uj		

Criterion Element	Points	Weight	Reference in
	Allocated		pack
Relationship Management		20	
<ul> <li>Experience, expertise and competencies of dec private banker/ Account manager</li> </ul>			
<ul> <li>More than 10 years' experience</li> </ul>	[15 points]		
<ul> <li>5 – 10 years' experience</li> </ul>	[10 points]		
- Less than 5 years' experience	[5 points]		
b. Relevant banking qualification	[5 points]		
[points based on submission of CV/ profile which shows number of years' experience and certified copies of all relevant certificates of the dedicated private banker/ Account Manager]			
Total		100	

### 20.3 Gate 2: Price and Specific Goals

- 20.3.1 In terms of regulation 4 of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:
  - The bid price (maximum 80 points) and
  - Specific Goals (maximum 20 points).
- 20.3.2 The evaluation of price and specific goals will be evaluated as outlined in **Table 2 below**.

Table 2: Price and Specific Goals Evaluation

Element	Weight
Price	80
Specific Goals	20
<ul> <li>HDIs (who had no franchise on national elections before the 1983 and 1993 constitution) (8 points)</li> <li>Women (4 points)</li> <li>Youth (4 points)</li> <li>People with disabilities (2 points)</li> <li>Implementation of RDP goals (The Promotion of SMMEs (2 points)</li> </ul>	
Total	100

### 21 GENERAL CONDITIONS OF CONTRACT

- 20.1. any award made to a bidder(s) under this bid is conditional, amongst others, upon-
- 20.2. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract (GCC) as the minimum terms and conditions upon which CCB is prepared to enter a contract with the successful bidder(s).
- 20.3. The bidder submitting the **GCC to CCB together with its bid, duly signed** by an authorized representative of the bidder.

### 22 SERVICE LEVEL AGREEMENT

- 21.1 Upon award, CCB and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by CCB.
- 21.2 The successful bidder shall compile the Service Level Agreement which both parties shall sign.

### 23 CONDITIONS OF THIS BID

- 23.1 CCB reserves the right to:
- 23.2 Not award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
- 23.3 Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).
- 23.4 Accept part of a bid rather than the whole bid.
- 23.5 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the service offered by the bidder(s), whether before or after adjudication of the bid.
- 23.6 Correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the tender process.

- 23.7 Cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after the bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 23.8 Conduct Financial Statement Analysis only on the recommended bidders after completion of the pricing and specific goals evaluation stage.
- 23.9 Award a bid based on which bidder is offering the best value for money, even if the bid is not the lowest priced bid.
- 23.10 Not award the bid to the bidder whose financial statements are not in order.
- 23.11 Award to multiple bidders to spread the risk.

### 24 BIDDER'S DECLARATION

- 24.1 The bidders are required to confirm that they will:
- 24.1.1 Act honestly, fairly, and with due skill, care, and diligence, in the interests of CCB.
- 24.1.2 Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.
- 24.1.3 Act with circumspection and treat CCB fairly in a situation of conflicting interests.
- 24.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business.
- 24.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with CCB.
- 24.1.6 Avoid fraudulent and misleading advertising, canvassing, and marketing.
- 24.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of CCB as a client before any other consideration; and
- 24.1.8 Ensure that any information acquired by the bidder(s) from CCB will not be used or disclosed unless the written consent of CCB has been obtained to do so.

### 25 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 25.1 CCB reserves the right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized stock exchange), indirect members, being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognized stock exchange, directors or members of senior management, whether in respect of CCB or any other government organ or entity and whether from the Republic of South Africa or otherwise "Government Entity".
- 25.1.1 Engages in any collusive bidding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
- 25.1.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- 25.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of CCB's officers, directors, employees, advisors or other representatives.
- 25.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- 25.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to being provided to a Government Entity.
- 25.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results form, the award of any bid, contract, right or entitlement which is in any way related to procurement or the bidding of any services to a Government Entity.
- 25.1.7 Has in the past engaged in any matter referred to above; or
- 25.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder,

member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

# 26 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 26.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that CCB relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 26.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by CCB against the bidder notwithstanding the conclusion of the SLA between CCB and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the SLA concluded between the parties, the SLA will prevail.

#### 27 PREPARATION COSTS

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

#### 28 INDEMNITY

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

### 29 PRECEDENCE

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

### **30 LIMITATION OF LIABILITY**

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

### 31 TAX COMPLIANCE

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

### 32 NATIONAL TREASURY

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

### 33 GOVERNING LAW

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

# 34 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

Under any circumstances, be liable for any losses or damages incurred by or caused by such sub-contractors.

#### 35 CONFIDENTIALITY

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

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

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

No confidential information relating to the process of evaluating or adjudicating bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such a process.

#### 36 PROPRIETARY INFORMATION

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

### 37 SBD FORMS FOR COMPLETING

Download the SBD 4, SBD6.1, SBD6.2, SBD8 and SBD9 forms from the website and complete it. Attached it with documentation when submitting for RFQ/P.

The website is www.castleofgoodhope.co.za

Direction: Go to the website, click on About us. Go to SCM, the documents are there for downloading