SEDFA
SMALL ENTERPRISE DEVELOPMENT AND FINANCE AGENCY

The Fields | Office Block A
1066 Burnett Street |
Hatfield | Pretoria |
0833

P.O Box 56714 | Arcadia | 0007

T +27 12 441 1000 /
+27 86 010 3703
F +27 12 441 2064
E helpline@sedfa.org.za

www.sedfa.org.za

Finance and Procurement Department
Supply Chain Management

Request for Bids (RFB)

Appointment of a Service Provider for a Lending, Business Development & Credit Guarantee Platform, with an Option for Future Equity Participation (5 Years contract with an option to extend for further 5 years)Bid Information

Bid Number	**RFB 09- 2025/2026**
Bid Submission Date	**21 January 2026 @ 12:00 noon**
Bid Description	**Appointment of a Service Provider for a Lending, Business Development & Credit Guarantee Platform, with an Option for Future Equity Participation (5 Years contract with an option to extend for further 5 years)**
Bid Validity Period from Date of Publication	120 days
Bid Compulsory Briefing Session	**Date: 12 January 2026** **Time: 10:00am** **Follow link to register.**
Virtual/online Compulsory Briefing Session	See Link below: Microsoft Virtual Events Powered by Teams Meeting ID: 383 103 693 670 23 Passcode: WM7SY2s4 **Note:** **The Bidder who fails to register and attend the compulsory briefing session will be automatically disqualified.**
Bid Contact Person	Ms. F Leeuw Email: fleeuw@sedfa.org.za
Evaluation Method: Points System	80/20

Small Enterprise Development and Finance Agency (SOC) LTD • Registration Number 2024/614733/30 • NCR Number 20821

Board Members: Ms N Makanda (Chairperson) • Mr KT Bonakele • Mr W Carrim • Ms X Daku • Ms NP Lubisi • Mr PL Makape Ms K Mogorosi • Ms C Motale • Mr S Mpakama • Ms DM Ntsika • Mr L Ntuane • Mr A Xabadiya

Mr N Mbatha (ACEO) • Ms C Williams (ACFO) • Ms B Ndlovu (Acting Company Secretary)

Deadline for Responding to Clarifications for this bid	**12 January 2026.**
Fraud Hotline *to report any wrongful or criminal deception or coercion intended to result in financial or personal gain by any* ***SEDFA*** *employee or person involved in this bidding process*	0800 724 666 (For **anonymous** reporting)
For complaints	procurement_complaints@SEDFA.org.za
Name of the Bidder	
Contact Person of Bidder	
Contact Number of Bidder/Representative	
Email address of Bidder	

Appointment of a Service Provider for a Lending, Business Development & Credit Guarantee Platform, with an Option for Future Equity Participation (5 Years contract with an option to extend for further 5 years).

1. INTRODUCTION AND BACKGROUND

1.1. As of 01 October 2024, **sefa,** Seda, and the Cooperative Banks Development Agency (CBDA) have officially merged to form **Sedfa**. The incorporation of **Sedfa** stems from the signing of the National Small Enterprise Amendment Act 2024 (No. 21 of 2024) by President Cyril Ramaphosa on 23 July 2024, and its subsequent gazetting on 30 September 2024. **Sedfa** is a development finance institution, listed as a Schedule 3B National Government Business Enterprise, with the State as the sole shareholder and the Department of Small Business Development as the Executive Authority. **Sedfa** complies with both the Public Finance Management Act 1 of 1999 and the Companies Act 71 of 2008.

1.2. As a development finance institution, **Sedfa** provides both financial and non-financial support to Micro-Small Medium Enterprises (MSMEs) with the objectives to

1.2.1. Design and implement development support programs for small enterprises,

1.2.2. Promote a service delivery network that enhances the contribution of small enterprises to the South African economy,

1.2.3. Foster economic growth, job creation, and equity in historically disadvantaged communities,

1.2.4. Support, promote, and develop cooperative banks and cooperative financial institutions, and

1.2.5. Strengthen the capacity of service providers to support and enable small enterprises to compete successfully both domestically and internationally.

2. BID SUBMISSION REQUIREMENTS

2.1. Bids must be submitted in a **sealed envelope and marked** as follows:

ATTENTION: Sedfa SUPPLY CHAIN MANAGEMENT

Description of the Bid

Bid Number

Name of the Bidder

2.2. **GENERAL BID REQUIREMENTS**

a. Bid documents **must** be initialled on every page.

b. Number of sealed envelopes/files must compose of one (1) **ORIGINAL** and one (1) electronic PDF **copy** of the original bid proposal document on a memory stick or flash drive.

c. The bid proposal should be written in English, including the certificates.

d. Submissions of the Bid responses MUST be made by depositing the Bid proposal into the Tender Box situated at **Sedfa** National Office, Hatfield at

the physical address below on or before the closing date as stated on page 1 of this Request for Bid document under Bid Information.

e. The bidder will bear all expenses associated with the preparation and submission of this Bid.

2.3. **SEDFA PHYSICAL ADDRESS**

The Fields, Office Block A,

1066 Burnett Street,

Hatfield,

Pretoria

For more information, please visit the **Sedfa** websites: www.sedfa.org.za

2.4. **BID RESPONSES**

2.4.1. **BID FORMAT**

2.4.2. Bidders shall submit their bid response in accordance with the requirements as outlined in the Bid Response Template provided in Appendix 1.

2.4.3. Each section must be clearly marked, and the documents must be bound.

2.4.4. The RFB comprises a number of sections, and the bidder's proposal must include all the required information and documentation as outlined in this RFB.

2.4.5. **GENERAL CONDITIONS OF CONTRACT**

2.4.5.1. Completion of all Standard Bidding Documents (SBD by hand, attached in **ANNEXURES A**, and adhering to all other requirements as outlined on each form. The following SBD and other forms must be duly completed and signed, and returned as part of the Bid Proposal:

a. **SBD 1:** Invitation to Bid.

b. **SBD 3:** Price

c. **SBD 4:** Declaration of Interest.

d. **SBD 6.1:** Preference Points Claim Form.

e. Valid Tax Compliant Status (TCS PIN issued by SARS).

f. In bids where Consortium, Joint Ventures and Sub-Contractors are involved, it is required that each party must submit separate proof of Tax Clearance Certificate(s) or *PIN* issued by SARS.

g. Submission of a copy of a **valid B-BBEE certificate** issued through a SANAS Accredited Agency, with the exception of Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs). These enterprises need to submit B-BBEE **sworn affidavits** as per the requirements of the Department of Trade, Industry and Competition (the **dtic**) for qualifying enterprises except those who fall under the Construction Sector Charter Council (CSCC). Other sworn affidavits will not be accepted. The **dtic** and CSCC affidavit templates are available.

h. National Treasury **Central Supplier Database** (CSD) **registration** (The bidder is to attach a proof of registration).

i. Submission of bidder's **Companies & Intellectual Property Commission** (CIPC) **registration documents**, listing all Directors or Shareholders and certified copies of the Identity Documents (ID) of Directors or Shareholders (not older than three months).

2.4.5.2. The successful bidder and its staff shall comply with all the laws of the Republic of South Africa, and as they relate to this bid.

2.4.5.3. The bidder's staff must be South African citizens, and **Sedfa** reserves the right to validate citizenship.

2.4.6. **PRICE PROPOSAL**

a. Bidders are required to complete and sign pricing proposals.

b. **NB:** Failure to complete and submit a pricing proposal will lead to disqualification of the bid.

2.5. **LATE BIDS**

Bids submitted at the stated bid address, after the closing date & time, shall not be considered under any circumstances.

2.6. **COUNTER CONDITIONS**

Bidder's attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by the bidder shall render the bid invalid.

2.7. **BID DISTRIBUTION**

2.7.1. The distribution of this RFB outside the Republic of South Africa may be restricted or prohibited by the laws of other countries. Recipients of this RFB are advised to familiarize themselves with and comply with all such restrictions or prohibitions applicable in those jurisdictions, and neither **Sedfa**, nor any of their respective directors, officers, employees, agents, representatives, or advisors, accepts liability to any person or company for any damages arising out of or in connection with the breach of any restriction or provision outside the Republic of South Africa. Persons contemplating submitting a Bid are advised to obtain legal advice as to the possible consequences thereof in terms of the law of the jurisdictions in which they are located.

2.7.2. Recipients of this RFB document may only distribute it to other parties whom they wish to involve as part of their bidder consortium in submitting a bid.

2.8. **PRESENTATIONS**

Sedfa reserves the right to require that any bidder provide a formal presentation of its bid proposal at a date and time to be determined by **Sedfa**. All instructions and clarification regarding the purpose and scope of the presentation/demonstration shall be provided by **Sedfa**.

The bidder shall bear all expenses associated with the preparation of such presentations/demonstrations.

2.9. **EVALUATION PROCESS**

This bid will be evaluated in four (04) stages as follows:

Stage 1 – Administrative Compliance Requirements (Initial Screening Process).

Stage 2 - Mandatory Requirements Criteria

Stage 3 - Functionality Criteria

Stage 4 – Presentation/Demonstration Criteria

Stage 4 - Price and Preference (Specific Goals)

2.9.1. **STAGE 1: ADMINISTRATIVE SCM COMPLIANCE**

During this stage, bid responses will be reviewed for purposes of assessing compliance with the RFB requirements, including the General Conditions of Contract as outlined in this RFB, stated Special Conditions of Contract - **ANNEXURE A.**

2.9.2. **STAGE 2: MANDATORY REQUIREMENTS**

All bids will be evaluated by the evaluation panel independently in terms of the set evaluation criteria for mandatory as outlined in **ANNEXURE B**.

2.9.3. **STAGE 3 - FUNCTIONALITY EVALUATION**

a. All bids will be evaluated independently by the evaluation panel members in terms of the defined evaluation criteria for functionality evaluation.

b. Bids that score less than **70 points out of 100** on functionality shall not be considered further.

c. Bids will be evaluated on Functional requirements as outlined in **ANNEXURE C.**

2.9.4. **STAGE 4 – PRESENTATION/DEMONSTRATION EVALUATION**

d. All bids will be evaluated independently by the evaluation panel members in terms of the defined evaluation criteria for presentation/ demonstration evaluation.

e. Bids that score less than **70 points out of 100** on presentation/ demonstration shall not be considered further.

f. Bids will be evaluated on Functional requirements as outlined in **ANNEXURE D.**

2.9.5. **STAGE 5: EVALUATION OF PROPOSAL ON APPLICABLE POINTS SYSTEM**

2.9.5.1. Only bidders that have scored a minimum of **70/100** on presentation/demonstration will be evaluated during stage 5 for pricing and specific goals.

2.9.5.2. In terms of Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the amended regulations, responsive bids will be adjudicated by the State on the applicable point system.

2.9.5.3. The applicable preference point system for this tender is the 80/20 preference point system.

2.9.5.4. In terms of 80/20 points system, points are awarded to bidders on the basis of:

CRITERIA	POINTS
Price	**80**
Specific Goals	**20**
TOTAL	**100 POINTS**

3. POST AWARD CONDITIONS

3.1. Services will be rendered as detailed/ stated in the Scope of Work / Terms of Reference.

3.2. The successful bidder shall submit a monthly statement of all outstanding payments, credit notes issued, and payments made. Such statements shall also contain the order number, the details of the date of the transaction, the invoice number,the remittance number and credit note details.

3.3. **Sedfa** shall not be held responsible in any way for any damages, losses, theft of equipment or any valuables of the successful bidder or injury to his/her employees whilst on site or in the execution of their duties.

3.4. All procurement related to this service, as outlined in this RFB, shall be conducted by **Sedfa's** Supply Chain Management department only.

4. STAFF REQUIREMENTS

4.1. The successful bidder must ensure the following:

a. That the staff working under this contract are in good health.
b. That they are adequately trained prior to commencement of the contract.
c. That replacement staff is available should the need arise. The bidder is obligated to inform **Sedfa** of any removal and replacement, and the replacement of staff can only be done with the formal approval of **Sedfa**.
d. Staff must be dressed appropriately and where required.
e. The bidder's staff must be South African citizens, and **Sedfa** reserves the right to validate citizenship.

5. RESOURCE REQUIREMENTS

The successful bidder must provide the necessary work tools to the bidder's employees working on the project.

6. SERVICE LEVEL AGREEMENT

6.1. The successful bidder will be required to enter into a Service Level Agreement with **Sedfa**.

6.2. A performance measurement process will form an integral part of the Service Level Agreement, to be signed after the successful bidder has been appointed.

7. SUPPLIER DUE DILIGENCE

7.1. **Sedfa** reserves the right to conduct bidder due diligence to shortlisted bidders prior to final award or at any time during the contract period. This may include site visits if applicable.

7.2. **Sedfa** reserves the right to request the successful bidder and its staff to undergo a security vetting and/or credit vetting processes via external service providers such as Credit Bureaus and the South African Police Services. By submitting a bid proposal, the bidder gives explicit approval for **Sedfa** to conduct such vetting requirements, if and when required.

8. BID CANCELLATION

In the case of the cancellation of this RFB, **Sedfa** shall endeavour to inform all bidders through the same medium used for the communication of the RFB.

9. MATERIAL CHANGES

9.1. Any material changes in the control and/or composition of any bidder or any core member of a bidder after submission of a Bid, shall require the prior written approval of **Sedfa**, and any failure to seek such approval from **Sedfa** shall result in **Sedfa** being entitled, in its sole discretion, to exclude the relevant bidder from any further participation in the bid process or to cancel the engagement. This shall be interpreted to include post appointments and subcontracting of work arising out of this bid to complete certain work.

9.2. **Sedfa** shall be the sole arbiter as to what constitutes a "material change in the control and/or composition of any bidder", and as to what constitutes a "core member of a bidder" for purposes of such approval. Any request for such approval shall be made to **Sedfa's** Supply Chain Management in writing and shall provide sufficient reasons and information to allow **Sedfa** to make such a decision. **Sedfa** reserves the right to accept or reject any such request for approval.

10. FRAUD ALERT

10.1. **Sedfa** takes a zero-tolerance approach to fraud, corruption and bribery.

10.2. **Sedfa** is committed to acting fairly, with integrity, in all its relationships and business dealings both internally and externally (with its suppliers, contractors and other stakeholders).

10.3. Please note that under no circumstances will **SEDFA** ever require any payment to secure an award of an RFP or a tender. Individuals who claim that an upfront payment to an individual, third party or a **Sedfa** official is a blatant attempt at

defrauding bidders and such a scam must immediately be reported to the **Sedfa** Anti-Corruption line. **Sedfa** follows a fair, competitive and transparent procurement process in evaluating and awarding bids.

10.4. Should you or anyone wish to report any suspected fraud, corruption or bribery, you can BLOW the whistle by calling a free hotline on **0800 724 666**.

11. COMMUNICATION

11.1. **Sedfa** may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary. Such communications will be done via the Supply Chain officials listed as the contact person for this bid process.

11.2. All communication (enquiries/clarifications) relating to this bid shall take place between the bidder and the Supply Chain Management officials listed as the contact person for this bid process. Such communication shall be done in writing only.

11.3. Communication between the closing date and the award of the bid, between the bidder and other **Sedfa** officials or persons acting in an advisory capacity for the State, in respect of this bid, is prohibited.

12. CONTACT DETAILS

12.1. Main Contact

Name : Ms F Leeuw

Email : fleeuw@sedfa.org.za

NB: Communication outside this platform is **strictly prohibited,** and should bidders be found to be in contact with any of **Sedfa's** staff members on matters relating to this bid, such bidders shall automatically be disqualified from this bid process.

13. SCOPE OF WORK / TERMS OF REFERENCE

The Scope of Work / Term of Reference is attached as **ANNEXURE F**.

14. ANNEXURES

Annexure A: Stage 1 - Administrative Compliance Requirements
Annexure B: Stage 2 - Mandatory Requirements
Annexure C: Stage 3 - Functionality Criteria
Annexure D: Stage 4 - Presentation/Demonstration Criteria
Annexure E: Stage 5 - Price and Preference Points
Annexure F: Scope of Work / Terms of Reference
Appendix G: Bid Proposal Template

ANNEXURE A

STAGE 1 - ADMINISTRATIVE COMPLIANCE REQUIREMENTS

Document Name	Template
National Treasury. Government Procurement: General Conditions of Contract, July 2010	NT General Conditions of Contr
SBD 1	SCM-Bid documents SBD 1.pdf
SBD 6.1	SBD 6.1 SPECIFIC GOALS 80_20 PREFERI
SBD 4	Standard Bidding Document (SDB) 4_A
GCC	GCC
SBD 3	SBD 3.3.pdf
SBD 5	SCM-Bid documents SBD 5.pdf

STAGE 1 - ADMINISTRATIVE COMPLIANCE

a. The Standard Bid Document (SBD 1, 3.3, 4, 5 & 6.1) forms must be fully completed and signed by the authorized company representative.

b. The bidder must submit proof of registration on CSD (Central Supplier Database) in the form of CSD Report.

c. Submission of valid Tax Compliance Status (TCS) Certificate with a unique security personal, Identification (PIN) issued by the South African Revenue Services certifying that the taxes of the bidder are in the order must be submitted at the closing date and time of the RFQ.

d. The bidder must submit a certified valid B-BBEE certificate; in the event of submission of a B-BBEE Sworn Affidavit, the bidder must ensure that the Affidavit is stamped by the Commissioner of Oath and indicate the ownership percentages and or specific goals of the Bidding entity.

e. The bidder must submit Companies & Intellectual Property Commission (CIPC) company registration documents listing all Directors or Shareholders and certified ID copies for directors/shareholders/members/partners.

Note:

- If the bidder is listed on the National Treasury List of Restricted Suppliers, it will result in disqualification of the bid
- If any of its Directors are Listed on the Register of Defaulters, shall result in disqualification of the bid.
- If the status of the bidder is reflecting deregistered on CIPC and or CSD shall result in disqualification of the bid.

Note: All bidders who do not comply with the items listed above will be disqualified and not be evaluated further.

ANNEXURE B

STAGE 2 - MANDATORY REQUIREMENTS

The bidder must comply will all mandatory requirements to qualify for stage three, i.e. functionality requirements.

NO.	MANDATORY REQUIREMENTS	COMPLY / NOT COMPLY
1.	**COMPULSORY BRIEFING SESSION** • Registration and Attendance of Compulsory Virtual Briefing Session	
2.	**COMPANY INFORMATION** • Company Profile that fully outlines the company core business in response to the tender and Scope of Work. • .	
3.	**TECHNICAL PROPOSAL** • Description of the existing platform, its architecture, and deployment history. • Details of **mobile app (iOS/Android)** and **web portal (PWA)** features. • Demonstration of **AI-enabled functionalities** (chatbot, document AI, predictive analytics, insights dashboards). • Approach to **integration** with SEDFA systems (CIPC, SARS, banks, credit bureaus, IBDS providers). • Data management, security, and compliance (PFMA, POPIA, King IV, cybersecurity). • Accessibility and multi-language support. • Details of at-least one (1) reference site of similar deployments.	

4.	**PROOF OF CONCEPT (POC) PLAN** • A detailed 45-day POC plan with scope, KPIs, resources, and acceptance criteria. • Proposed methodology for testing AI accuracy, loan decisioning speed, usability, and performance benchmarks.	
5.	**IMPLEMENTION METHODOLOGY** • Agile delivery approach, sprint structure, backlog management, and stakeholder engagement. • Roadmap from POC → rollout → national deployment. • Skills transfer, training, and capacity-building approach.	
6.	**SUPPORT AND MAINTENANCE** • SLA framework, escalation matrix, and helpdesk structure. • Ongoing upgrade and patch management plan	
7.	**TEAM & RESOURCES** • Detailed CV of key personnel, including project manager, solution architect, AI/ML specialist, integration specialist, and UX lead. • Evidence of relevant experience in delivering similar platforms references).	
8.	**FINANCIAL PROPOSALS** • Itemised costs for licensing, implementation, integrations, training, support, and POC. • Total cost of ownership over the contract term (3–5 years). •	

Bidder (s) who failed to comply with the above Mandatory requirements will not be considered for further evaluation.

STAGE 3.- FUNCTIONALITY CRITERIA

ANNEXURE C

ONLY BIDDERS WHO SCORED A MINIMUM OF 70% FUNCTIONALITY SCORES AS PER THE REQUIREMENTS WILL BE FURTHER EVALUATION ON PRESENTATION/DEMONSTRATION.

The below scoring scale shall be used to evaluate technical proposals:

SCALE	DEFINITION
0	No information provided
1	Does not meet the requirements
2	Partially meet the requirements
3	Fully meets the requirements
4	Exceeds the requirements
5	Significantly exceeds the requirements (Exceptional

<table>
<tr><th>EVALUATION CRITERIA</th><th>WEIGHT (%)</th></tr>
<tr><td>Technical Capability (Platform Maturity, Scalability, and Interoperability) - – Documentation for the DEMO

Provide links/demo for at-least one (1) deployment reference site of similar platforms as per the Scope Of Work under point number 3 to evaluate the following:

o Robust architecture (cloud-native, modular, API-driven, mobile and web capability)

o Data Sovereignty, Security and compliance (POPIA, PFMA, King IV, ISO 27001) and local hosting

o Accessibility (WCAG 2.2 AA, multilingual support)

Scoring:
<table>
<tr><th>Description</th><th>Scale</th><th>Points</th></tr>
<tr><td>Significantly exceeds and Exceptional enterprise-grade with proven results</td><td>5</td><td>25</td></tr>
<tr><td>Fully meets all the requirements</td><td>4</td><td>20</td></tr>
<tr><td>Meets some of the requirements but not fully</td><td>3</td><td>15</td></tr>
</table>
</td><td>25</td></tr>
</table>

Partially meets some of the requirements	2	10	
Does not meet the requirements or No information provided or irrelevant -	0 - 1	0	

AI Capability (Functional and ethical use of AI) – **Documentation for the DEMO**

25

From the same reference site or links/demo, above, also demonstrate the following:

- Demonstrated chatbot (multilingual, live handover)
- Document AI (OCR/NLP automation)
- Predictive analytics and explainable AI models
- AI governance (bias mitigation, transparency)

Scoring:

Description	**Scale**	**Points**
Significantly exceeds, exceptional and fully operational with AI suite	5	25
Fully operational but not clear on ethical AI suite	4	20
Meets some of the requirements but not fully	3	15
Partially met or Basic AI Functionality requirements	2	10
Does not meet the requirements or No information provided or irrelevant	0 - 1	0

<table>
<tr>
<td>Bidder's Experience & Track Record (Relevant and verifiable institutional experience and three or more traceable references/ with contact persons details name, contact number and email.)

o Duration in the digital transformation and innovation space delivering platforms to DFIs, banks, or SME agencies.
o Track record in integration with government or financial/SMME ecosystems

Scoring:

<table>
<tr><th>Description</th><th>Scale</th><th>Points</th></tr>
<tr><td>Three (3) or more references (verifiable positive client reference)</td><td>5</td><td>15</td></tr>
<tr><td>Two (2) references (verifiable positive client)</td><td>3-4</td><td>10</td></tr>
<tr><td>One (1) reference (verifiable positive client) Meets some of the requirements but not fully</td><td>2</td><td>5</td></tr>
<tr><td>Does not meet the requirements or No information provided or irrelevant</td><td>0 - 1</td><td>0</td></tr>
</table>
</td>
<td>15</td>
</tr>
<tr>
<td>Cost of Ownership & Value for Money (Financial sustainability)

o Transparent pricing structure (licensing, implementation, support)
o Total Cost of Ownership over 3–5 years
o Scalability of cost vs. user growth
o Cost-benefit alignment with value delivery

Scoring:

<table>
<tr><th>Description</th><th>Scale</th><th>Points</th></tr>
<tr><td>Highly cost-effective, transparent (detailed breakdown) and value for money</td><td>5</td><td>15</td></tr>
</table>
</td>
<td>15</td>
</tr>
</table>

Cost effective and transparent (detailed breakdown) with no value for money.	3-4	10	
Cost-heavy or unclear/no transparency, no value for money	2	5	
No information provided or irrelevant	0 - 1	0	

Implementation Approach & POC Plan Document (Delivery model and readiness requirements)

- Agile methodology (sprint plan, roles, etc.)
- 45-day POC plan (scope, KPIs, measurement approach)
- Knowledge transfer, training, and capacity building
- Change management and adoption strategy

Scoring:

Description	**Scale**	**Points**
Significantly exceeds detailed, realistic and meets all the above requirements	5	20
Fully meets all the requirements	4	16
Meets some of the requirements but not fully	3	12
Partially or generic plan that meets the requirements	2	8
Does not meet the requirements or No information provided or irrelevant	0 - 1	0

20

Total Functionality	**100**

Bidders are required to obtain a minimum threshold of 70 out of 100 points on functionality in order to be evaluated further. Any bidder who scored less than 70 Points will be eliminated and not be evaluated further.

ANNEXURE D

STAGE 4 - PRESENTATION/DEMONSTRATION

ONLY BIDDERS WHO SCORED A MINIMUM OF 70% FUNCTIONALITY SCORES AS PER THE REQUIREMENTS WILL BE FURTHER EVALUATED

The below scoring scale shall be used to evaluate:

SCALE	DEFINITION
0	No information provided
1	Does not meet the requirements
2	Partially meet the requirements
3	Fully meets the requirements
4	Exceeds the requirements
5	Significantly exceeds the requirements (Exceptional

EVALUATION CRITERIA	WEIGHT (%)
UNSTANDING OF THE SCOPE OF WORK • Describe in your own words, what is the primary objective of this Lending, Business Development and Credit Guarantee Platform? • Outline the primary risks and success factors for this project? **Scoring:**	**25**

Description	Scale	Points
Significantly exceeds the requirements	5	25
Fully meets all the requirements	4	20
Meets some of the requirements but not fully	3	15
Partially meets some of the requirements	2	10
Does not meet the requirements or No information provided or irrelevant -	0 - 1	0

<table>
<tr><th>EVALUATION CRITERIA</th><th>WEIGHT (%)</th></tr>
<tr><td>

PROJECT IMPLEMENTATION APPROACH METHODOLOGY

- Describe your Agile delivery approach and sprint structure.
- Unpack the first 90 days of the project in meeting the requirements aligned to the Scope of Work.
- Demonstrate how delivery of value will be ensured.

Scoring:

<table>
<tr><th>Description</th><th>Scale</th><th>Points</th></tr>
<tr><td>Significantly exceeds the requirements</td><td>5</td><td>15</td></tr>
<tr><td>Fully meets all the requirements</td><td>4</td><td>12</td></tr>
<tr><td>Meets some of the requirements but not fully</td><td>3</td><td>9</td></tr>
<tr><td>Partially meets some of the requirements</td><td>2</td><td>6</td></tr>
<tr><td>Does not meet the requirements or No information provided or irrelevant</td><td>0 - 1</td><td>0</td></tr>
</table>

</td><td>15</td></tr>
<tr><td>

TECHNICAL CAPABILITY DEEP-DIVE

- Demonstrate the Platform Architecture & Maturity
- Describe the Platform's Architecture (cloud-native, modular and microservices-based)
- Provide details of the components that are ready "off the shelf" and which requires customization?
- Provide details of how many clients currently run your platform in production?

Scoring:

<table>
<tr><th>Description</th><th>Scale</th><th>Points</th></tr>
<tr><td>Significantly exceeds the requirements</td><td>5</td><td>30</td></tr>
<tr><td>Fully meets all the requirements</td><td>4</td><td>24</td></tr>
<tr><td>Meets some of the requirements but not fully</td><td>3</td><td>18</td></tr>
<tr><td>Partially meets some of the requirements</td><td>2</td><td>12</td></tr>
<tr><td>Does not meet the requirements or No information provided or irrelevant</td><td>0 - 1</td><td>0</td></tr>
</table>

</td><td>30</td></tr>
</table>

<table>
<tr><th>EVALUATION CRITERIA</th><th>WEIGHT (%)</th></tr>
<tr><td>

MODULES, WORKFLOW AND INTEGRATION

- Provide and demonstrate the Lending Module (include Digital Origination → Disbursement → Collections)
- Demonstrate the end-to-end digital lending workflow of your platform.
- Demonstrate the process of how credit scoring (traditional + AI/ML) and explainability is handled.
- Provide details and demonstrate your experience in integrating with the Banks and Credit Bureaus?

Scoring:

<table>
<tr><th>Description</th><th>Scale</th><th>Points</th></tr>
<tr><td>Significantly exceeds the requirements</td><td>5</td><td>15</td></tr>
<tr><td>Fully meets all the requirements</td><td>4</td><td>12</td></tr>
<tr><td>Meets some of the requirements but not fully</td><td>3</td><td>9</td></tr>
<tr><td>Partially meets some of the requirements</td><td>2</td><td>6</td></tr>
<tr><td>Does not meet the requirements or No information provided or irrelevant</td><td>0 - 1</td><td>0</td></tr>
</table>

</td><td>15</td></tr>
</table>

<table>
<tr><th>EVALUATION CRITERIA</th><th>WEIGHT (%)</th></tr>
<tr><td>

AI CAPABILITIES

- Demonstrate your chatbot's capabilities. Do you support multilingual and live agent escalation?
- Explain your document AI/OCR accuracy benchmarks.
- Describe how AI fairness, transparency and governance is ensured?

Scoring:

<table>
<tr><th>Description</th><th>Scale</th><th>Points</th></tr>
<tr><td>Significantly exceeds the requirements</td><td>5</td><td>10</td></tr>
<tr><td>Fully meets all the requirements</td><td>4</td><td>8</td></tr>
<tr><td>Meets some of the requirements but not fully</td><td>3</td><td>6</td></tr>
<tr><td>Partially meets some of the requirements</td><td>2</td><td>4</td></tr>
<tr><td>Does not meet the requirements or No information provided or irrelevant</td><td>0 - 1</td><td>0</td></tr>
</table>

</td><td>10</td></tr>
<tr><td>

45-DAY PROOF OF CONCEPT (POC)

- Unpack how the POC will be delivered within 45 days while meeting the required KPIs?
- Demonstrate the features that will be prioritize and the reasons?
- Describe how success (accuracy, performance, drop-off rates, uptime) will be measured?

Scoring:

<table>
<tr><th>Description</th><th>Scale</th><th>Points</th></tr>
<tr><td>Significantly exceeds, exceptional and fully operational with AI suite</td><td>5</td><td>5</td></tr>
<tr><td>Fully operational but not clear on ethical AI suite</td><td>4</td><td>4</td></tr>
<tr><td>Meets some of the requirements but not fully</td><td>3</td><td>3</td></tr>
<tr><td>Partially met or Basic AI Functionality requirements</td><td>2</td><td>2</td></tr>
<tr><td>Does not meet the requirements or No information provided or irrelevant</td><td>0 - 1</td><td>0</td></tr>
</table>

</td><td>5</td></tr>
</table>

EVALUATION CRITERIA	WEIGHT (%)
Total Functionality	**100**

Bidders are required to obtain a minimum threshold of 70 out of 100 points on Presentation/Demonstration in order to be evaluated further. Any bidder who scored less than 70 Points will be eliminated and not be evaluated further.

ANNEXURE E

STAGE 5 – EVALUATION OF PROPOSAL ON APPLICABLE POINTS

1. Only bidders that have scored a minimum of **70 / 100** on site- inspection will be evaluated during stage 5 for pricing and specific goals.
2. In terms of Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the amended regulations responsive bids will be adjudicated by the State on the applicable points system.

   a) The applicable preference point system for this tender is the 80/20 preference point system.
   b) In terms of 80/20 points system, points are awarded to bidders on the basis of:

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL	**100 POINTS**

Specific Goals for this tender and points that may be claimed are indicated per table below:

(Note to Tenderers: The tenderer must indicate how they claim points for each preference point system. Failure of the tenderer to submit the fully completed SBD 6.1 with the points claimed and supported by proof/documentation will results in points being forfeited)

Specific Goals Allocated and Points to claimed in terms of this tender		
Indicate the following to support this claim. Failure to provide the required information will result in being forfeited.		
Indicate Number of **Full Time Employed Paid Employees**:		_____
Total Annual Turnover or Revenue:		**R**_____
Size of Enterprise	**Number of points allocated (80/20 system)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**

Micro Enterprise	**8**	
Small Enterprise	5.6	
Medium Enterprise	3.2	
Large Enterprise	0.8	
Sworn Affidavit/ BBBEE Certificate (Ownership aligned to B-BBEE Status Level)	**2**	
Black Women Owned (more/≥30% owned)	**4**	
Target Group: Youth	2	
Spatial: Rural	**4**	
Spatial: Townships	2.4	
Spatial: City	0.8	

L1	**L2**	**L3**	**L4**	**L5**	**L6**	**L7**	**L8**
2	1.75	1.50	1.25	1	0.75	0.25	0

Supporting Document for Claiming of Specific Goals:

The bidder must also indicate point claims on SBD 6.1.

Size of Enterprise: Micro, Small, Medium enterprises: maximum 8/20
Verification Method: National Small Enterprise thresholds for defining enterprise size classes by sector and CSD

B-BBEE (Black Ownership): Maximum 2/20 points.
Verification Method: BBBEE certificate and or Sworn Affidavit:

Youth = 2/20 points which will be allocated follows:
Verification Method: CIPC and or CSD

Spatial: Rural and Township and City-based enterprises: 4/20 points
- Rural = maximum 4 points
- Township= 2.4
- City= 0.8

Verification method: Copy of Utility Bill, Lease Agreement, Title Deed, letter from Municipality outlining the physical address of the company and official letter with stamp from the local councilor.

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

The points scored by a bidder in respect of Specific Goals will be added to the points scored for price.

Only bidders who have completed and signed the declaration part of the Specific Goal form and who have submitted the relevant supporting documents will be allocated points.

The points scored will be rounded off to the nearest 2 decimals.

Criteria for breaking deadlock in scoring

a) If two or more tenderers score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points for Specific Goals.

b) If two or more tenderers score equal total points in all respects, the award will be decided by the drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a tender that did not score the highest number of points.

Sedfa reserves the right to enter into negotiations with the preferred bidder.

Sedfa reserves the right to provide policy relating to the handling of information (Protection of Personal Information Act).

ANNEXURE F

SCOPE OF WORK / TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR A LENDING, BUSINESS DEVELOPMENT & CREDIT GUARANTEE PLATFORM, WITH AN OPTION FOR FUTURE EQUITY PARTICIPATION (5 YEARS CONTRACT WITH AN OPTION TO EXTEND FOR FURTHER 5 YEARS)

1. PURPOSE

Appointment of a service provider to provide a comprehensive Lending and Business Development Platform (LBP), with functionality covering digital lending, business development support, and enterprise ecosystem integration. The RFP also seeks proposals for an optional Proposed Agreement that allows SEDFA, subject to PFMA approvals, to acquire equity in or rights to the platform at a later stage.

2. PROJECT BACKGROUND

2.1. The Small Enterprise Development and Finance Agency (SEDFA) is a pivotal organization dedicated to supporting and empowering small enterprises. Established under the National Small Enterprise Amendment Act 21 of 2024, SEDFA operates as a Schedule 3B State Owned Company in terms of the Public Finance Management Act 1 of 1999, as amended.

SEDFA's primary functions include providing financial assistance, business development services, and capacity building programs to foster the growth and sustainability of small businesses.

SEDFA's mission is underpinned by a strong focus on inclusivity and innovation. The agency actively seeks to support underserved and marginalized communities, promoting equitable economic opportunities for all.

- The SEDFA has a mandate to provide financial and non-financial support to small enterprises, co-operatives, and entrepreneurs.
- SEDFA’s Strategic Plan 2025–2030 emphasises digital transformation, ecosystem integration, and ownership of sovereign IP in MSME support systems.

- To balance service delivery and strategic ownership of intellectual property, SEDFA seeks to procure a platform partner through a transparent process, with the additional possibility of securing equity participation in the future.

3. SCOPE OF WORK

The successful bidder will be required to provide a multi-channel Lending and Business Development Platform that is secure, scalable, AI-enabled, and aligned to SEDFA's strategic mandate. The platform must be delivered as a Rich Mobile App (iOS/Android) and a Web Portal (responsive/PWA) to ensure wide accessibility for entrepreneurs, partners, and SEDFA staff.

3.1 Lending Platform

- **System Operators:** The number of the current system operators is about 500 active users.
- **Digital Origination:** End-to-end online loan application via app and web, including dynamic forms, eligibility checks, and document kits.
- **Credit Scoring & Risk Profiling:** Traditional and AI/ML-based scoring model**s** with explainable outputs, accessible via both platforms.
- **Loan Lifecycle Management:** Full loan processing across approval, disbursement, repayment scheduling, collections, arrears, and compliance reporting.
- **Integration**: Secure APIs to connect with CIPC, SARS, credit bureaus, banks, and SEDFA's core systems which includes Help Desk (Manage Engine), Finance and HR systems (Sage).

3.2 Business Development Platform (BDS)

- **System Operators:** The number of the current system operators is about 450 active users.
- **Services Directory:** Centralised listing of mentorship, coaching, incubation, and training opportunities, accessible via both channels.

- **Voucher Management:** Issuance, redemption, and tracking of BDS vouchers with anti-fraud safeguards, available in-app and online.

- **Marketplace Features:** Partner/provider portal on web; browsing and booking via app.

- **AI-Driven Recommendations:** Personalised suggestions for programmes, funding, and partners based on enterprise profile and history

3.3 Credit Guarantee Platform (KCG)

Credit Guarantee Schemes is one of the MSME development and support services that are offered by Sedfa through its subsidiary Khula Credit Guarantee (KCG). The number of internal current system operators is 6 active users. Detailed requirements will be provided to the successful bidder, to be executed as a focused Statement Of Work and be integrated into the main SEDFA platform. Below are high-level requirements:

- Ability to receive, onboard, review, approve and manage Retail Financial Intermediary (RFI) applications
- Ability to generate and approve commencement fee invoice and update payment status
- Ability to create and activate the RFI Facility
- Ability to onboard MSME and manage SMME take-up record
- Ability to generate and approve indemnity fee invoice, and update payment status
- Ability to generate confirmation cover letter (take-up letter)
- Ability to receive and capture a Default Notification from the RFI
- Ability to receive, capture, review and approve credit guarantee claims
- Ability to update generate and process payment requisitions
- Ability to configure and update statuses for all Portfolio and Claims activities
- Ability to generate and send automated workflow notifications for all Portfolio and Claims activities

3.4 Artificial Intelligence Features

- **Conversational AI:** 24/7 multilingual chatbot on app and web, integrated with knowledge base and case management, with live agent handover.
- **Document AI (OCR + NLP):** Automated scanning and validation of IDs, tax clearance, CIPC documents, and bank statements, via mobile capture or web upload.
- **Predictive Analytics:** Early warning models for loan defaults, enterprise survival, and job retention, visualised in dashboards.
- **AI-Driven Insights Dashboard:** Executive analytics for sector trends, geographic heatmaps, gender/youth participation, and impact tracking.
- **AI Governance:** Ethical use controls (transparency, fairness, explainability) across all AI models.

3.5 Data & Analytics

- **Unified Dashboards:** Real-time performance tracking across app and web.
- **API-Based Data Exchange:** Seamless integration with SEDFA's enterprise systems and external data sources.
- **Impact Measurement:** Metrics on enterprise survival, job creation, disbursement impact, and voucher utilisation.
- **Monitoring & Evaluation:** Built-in M&E tools for programme reporting and policy insights.

3.6 User Experience & Usability Tracking

- **Consistent Omnichannel Experience:** Entrepreneurs should be able to start an application on one channel (web/app) and complete it on another seamlessly.
- **Usability Tools:** In-app and web analytics including session replays, heatmaps, funnel drop-off analysis, and in-product surveys, implemented with POPIA-compliant data masking and explicit user consent.

- **Accessibility:** WCAG 2.2 AA compliance; multi-language support (English at launch + at least 2 local languages).
- **Offline Mode (App):** Drafts and document capture offline with background sync when online.
-

3.7 Support, Change & Capacity Building

- **Support Services:** SLA-driven helpdesk and technical support accessible via both app and web. Integrate to SEDFA ManageEngine Platform for ticketing
- **Training:** Role-based training for SEDFA staff, partners, and entrepreneurs, including **AI literacy modules**.
- **Change Management:** In-app prompts, walkthroughs, and learning paths to drive adoption.
- **Knowledge Transfer:** Full documentation, architecture guides, and operational playbooks.

3.8 Others

- The bidder must demonstrate prior deployments of SME/commercial lending with digital origination, underwriting, and portfolio management.
- provide API documentation for integration with registries, bureaus, banks; and evidence of explainable AI in credit decisioning.
- commit to POC accuracy targets. For BDS vouchers, proposed designs should align to OpenG2P patterns (beneficiary registry, voucher issuance/redemption, settlement, audit).
- proposals must include web/app usability analytics (session replay, heatmaps, funnels) with POPIA-compliant masking and consent

3.9 Proof of Concept (POC – 45 Days)

- Deployment of a working pilot accessible via **both mobile app and web portal**.

- Minimum functionality: loan origination with document AI, BDS recommendations, conversational AI chatbot, and dashboards.
- Measured against KPIs such as OCR accuracy, chatbot performance, time-to-decision, usability drop-off rates, and system uptime.
- Final deliverable: POC evaluation report with gaps and remediation plan.

3.10 Hosting Requirements

- **Cloud-First:** All solutions must be deployed in the **SEDFA Cloud Environment**.
- **Architecture:** Cloud-native or cloud-ready with support for containerisation, microservices, and auto-scaling.
- **Data Residency:** All production data must remain within the Republic of South Africa in compliance with POPIA and related regulations.
- **Resilience:** High-availability design with disaster recovery (RPO ≤ 15 minutes, RTO ≤ 2 hours).
- **Monitoring:** Real-time infrastructure monitoring, automated alerting, and performance dashboards.
- **DevSecOps:** CI/CD pipelines, automated vulnerability scanning, patch management, and regular penetration testing

3.11 Non-Functional Requirements

- **Performance:** Response times of < 2.5s for page loads and < 1.5s for API writes at 95th percentile.
- **Availability:** Minimum 99.7% monthly uptime for web and 99.9% for core APIs.
- **Scalability:** Support for 200,000 monthly active external users at launch, scalable up to 5x for peak campaigns.

- **Security:** End-to-end encryption (TLS 1.2+), multi-factor authentication, biometric support on mobile, role-based access controls, audit trails, and anomaly detection.
- **Privacy:** POPIA compliance, consent management, data minimisation, secure deletion, and user-controlled data sharing.
- **Accessibility:** WCAG 2.2 AA compliance; support for screen readers, captions, and high-contrast modes.
- **Localization:** English plus at least 2 South African languages at launch, with extensible i18n.
- **Interoperability:** Standards-based APIs (OpenAPI 3.0), event-driven architecture, and support for government digital ecosystem integration.

3.12 Implementation Methodology

The bidder must implement the platform using an **Agile-based configuration and deployment approach**, not a greenfield design project. Key expectations:

3.12.1 Platform Provisioning & Setup

- Deploy the bidder's proven platform into SEDFA's cloud environment.
- Configure modules (lending, BDS marketplace, AI services, dashboards) to SEDFA's requirements.
- Demonstrate baseline functionality in the **45-day Proof of Concept (POC)**.

3.12.2 Agile Configuration & Rollout

- Use iterative sprints (2–3 weeks) to progressively configure, customize, and release features.
- Early sprints must focus on **loan origination, AI-enabled scoring, chatbot, and BDS marketplace**.

- Ensure progressive handover to SEDFA teams for adoption.

3.12.3 Stakeholder Engagement

- Regular sprint reviews with SEDFA business, technical, and executive teams.
- Early UAT (User Acceptance Testing) with entrepreneurs and staff.

3.12.4 Capacity Building

- Train SEDFA staff on system administration, configuration, AI literacy, and analytics.
- Transfer knowledge and documentation to enable SEDFA to sustain the platform long-term.

NB: Bidders that do not quote as per the requirements/ specification will be regarded as non-responsive, and such proposals/ quotations will be disqualified.

4. Roles and Responsibilities

4.1. Service Provider

- Platform Provisioning & Deployment: Supply a proven, enterprise-grade Lending and Business Development Platform, deployable on SEDFA's cloud.
- Configuration & Customisation: Adapt modules (lending, BDS, AI, dashboards) to SEDFA's business and regulatory needs.
- Systems Integration: Deliver secure integrations with SEDFA systems (CRM, Finance, M&E), and external partners (CIPC, SARS, banks, credit bureaus, IBDS providers).
- Proof of Concept (POC): Implement a 45-day POC covering AI-enabled origination, BDS marketplace, chatbot, and dashboards with agreed KPIs.

- Support & Maintenance: Provide SLA-driven support, monitoring, and upgrades throughout contract duration.
- Security & Compliance: Ensure platform meets PFMA, POPIA, PAIA, King IV IT governance, and cybersecurity standards.
- Training & Capacity Building: Deliver training for SEDFA staff (system administration, AI literacy, analytics, Agile), with comprehensive documentation.
- Change Management Support: Provide adoption aids (in-app guides, toolkits, workshops).

4.2. **SEDFA**

- Governance & Oversight: Establish project steering committees and provide governance under PFMA and Treasury requirements.
- Cloud Environment: Provide and manage the SEDFA Cloud hosting infrastructure.
- Project Management: Assign product owners, project managers, and technical leads to work with the service provider on Agile sprints.
- Stakeholder Engagement: Facilitate access to end-users (entrepreneurs, staff, partners) for design workshops, feedback, and UAT.
- Data Provisioning: Provide relevant datasets (loan history, entrepreneur records, programme data) to enable configuration and AI training.
- Change Management Leadership: Lead communication, adoption campaigns, and engagement within SEDFA.
- Capacity Building Participation: Ensure nominated staff participate in shadowing, training, and Agile ceremonies for skills transfer.
- Monitoring & Evaluation: Use platform dashboards to track KPIs (enterprise survival, job creation, voucher redemption) and feed insights back into continuous improvement

Reporting: Submit progress, performance, SLA compliance, and risk management reports at agreed intervals

5. Future Acquisition Consideration (Non-Mandatory)

- SEDFA reserves the right to explore, at a later stage, the potential acquisition of an equity stake or intellectual property rights in the platform provided by the successful bidder. This consideration is **not part of this RFP process**, will be subject to a separate due diligence process, and will require compliance with Section 54(2) of the PFMA, including approval by National Treasury and the Minister of Finance.
- The decision to pursue such an acquisition will only be taken after successful completion of the **45-day Proof of Concept** and subsequent platform rollout, and only if it is in the best interests of SEDFA and its stakeholders.
- Respondents may, in their proposals, provide high-level information on potential ownership structures or future investment opportunities; however, such information will **not be evaluated as part of this RFP** and will not form part of the award decision.

6. Pricing Proposal/Schedule

Bidder must submit a pricing proposal as outlined in the Bid Proposal Template (Appendix 1).

- Bidders must provide the costs for the following services:
- Bidders must indicate any other charges, if any.
- All prices should be fixed and inclusive of taxes, disbursements, etc.

7. Additional Information

Any additional information pertinent to the proposal can be attached under this Section.

An electronic editable copy of the Bid Proposal Template will be available on the Sedfa website: http://www.SEDFA.org.za/publications/tenders or National Treasury e-Tender Portal.

APPENDIX 1

BID PROPOSAL COVER PAGE

APPOINTMENT OF A SERVICE PROVIDER FOR A LENDING, BUSINESS DEVELOPMENT & CREDIT GUARANTEE PLATFORM, WITH AN OPTION FOR FUTURE EQUITY PARTICIPATION (5 YEARS CONTRACT WITH AN OPTION TO EXTEND FOR FURTHER 5 YEARS)

Bid Number	
MAAA Number	
Company name	
CSD Number	
Contact Person	
Telephone Number	
e-mail address	

SECTION 1: LEGISLATIVE REQUIREMENTS

Attach all required documentation behind this section.

SECTION 2: MANDATORY REQUIREMENTS

Provide and attach all required documentation behind this section.

SECTION 3: COMPANY PROFILE, EXPRIENCE & REFERENCE LETTERS

Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in the bid document. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with this Returnable Schedule]

Table (a):
The bidders must provide the following information:
NB: Reference letters/Case Studies provided under this section should be same as individual letters provided on Annexure C-Functionality Requirements

Client' Name	Transaction Description	Transaction Value	Project period		Description of service performed and extent of Bidder's responsibilities	Name, title, and telephone contact of client
			Start Date	End Date		

SECTION 4: BIDDER TEAM QUALIFICATIONS AND EXPERIENCE

Complete the table below and attach Curriculum Vitae's as part of this section.

NAME & SURNAME OF TEAM/STAFF MEMBER	ROLE IN THE TEAM	QUALIFICATIONS	YEARS OF EXPERIENCE

SECTION 5: DEMONSTRATION/LINKS

Attach/provide the required under this section.

SECTION 5: PRICING PROPOSAL

1. Please indicate your total bid price here: R.....(VAT Incl.)

2. NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR)

3. Are the rates quoted firm for the full period of the contract?.....

IMPORTANT:

1. If not firm for the full period, provide details of the basis on which price Adjustments shall be applied e.g., CPI etc.
2. All additional costs associated with the bidder's offer must be clearly specified and included in the Total Bid Price

SECTION 6: ADDITIONAL INFORMATION

Any additional information that is considered pertinent to the proposal can be attached under this section.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**sefa:80/MFN/2023**	CLOSING DATE: January 2024		CLOSING TIME:	**11:00 AM**
DESCRIPTION	**APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY, INSTALL, SUPPORT AND MAINTAIN A MICROFINANCE & ENTERPRENEUR FRANCHISE MANAGEMENT SYSTEM FOR SMALL ENTERPRISE FINANCE AGENCY (sefa).**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
Small Enterprise Finance Agency (sefa) Head Office
11 Byls Bridge Office Park, Building 14 Block D
Cnr Jean Avenue & Olivenhoutbosch, Highveld
Centurion

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**TAMSANQA MGUDLWA**	CONTACT PERSON	**SEBOTSE MOKGABUDI**
TELEPHONE NUMBER	**012 748 2540**	TELEPHONE NUMBER	**012 748 9725**
E-MAIL ADDRESS	**tamsanqam@sefa.org.za**	E-MAIL ADDRESS	**sebotsem@sefa.org.za/procurement@sefa.org.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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE 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: ……...

Bid No.……

Name of Bidder: …….

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……BID NO.: ……

CLOSING TIME 12:00 CLOSING DATE:

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R……..……...

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT

Bid No.……

Name of Bidder: ……

----------	……	……	R……
----------	……	……	R……
----------	……	……	R……
----------	……	……	R……

TOTAL: R……

** ”all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	……	……	R……
----------	……	……	R……
----------	……	……	R……
----------	……	……	R……

TOTAL: R……

6. Period required for commencement with project after acceptance of bid ……

7. Estimated man-days for completion of project ……

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……

……

……

……

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

Tel

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

---

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

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

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

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

…… ……
Signature Date

…… ……
Position Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;
b. the contractor and the DTI will sign the NIP obligation agreement;

c. the contractor will submit a performance guarantee to the DTI;
d. the contractor will submit a business concept for consideration and approval by the DTI;
e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
f. the contractor will implement the business plans; and
g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number …….. Closing date:…….

Name of bidder……

Postal address …….

……

Signature…….. Name (in print)……..

Date……..

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to RFQ's/Tenders:

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

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

a) The applicable preference point system for this RFQ/Tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this RFQ/Tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement

Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

Table 1: Specific Goals for the RFQ/Tender and points claimed are indicated as per the table below.

(The 80/20 preference point system is applicable, corresponding points will also be indicated as such).

(Note to Tenderers: ***The tenderer must indicate how they claim points for each preference point system. Failure of the tenderer to submit the fully completed SBD 6.1 with the points claimed and supported by proof/documentation will results in points being forfeited)***

Specific Goals Allocated and Points to claimed in terms of this RFQ		
Indicate the following to support this claim. Failure to provide the required information will result in being forfeited.		
Indicate Number of **Full Time Employed Paid Employees**:		_____
Total Annual Turnover or Revenue:		**R**_____
Size of Enterprise	**Number of points allocated (80/20 system)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Micro Enterprise	**8**	
Small Enterprise	5.6	
Medium Enterprise	3.2	
Large Enterprise	0.8	

Sworn Affidavit/ BBBEE Certificate (Ownership aligned to B-BBEE Status Level) **L1** 2 | **L2** 1.75 | **L3** 1.50 | **L4** 1.25 | **L5** 1 | **L6** 0.75 | **L7** 0.25 | **L8** 0	**2**	
Black Women Owned (more/≥30% owned)	**4**	
Target Group: Youth	2	
Spatial: Rural	**4**	
Spatial: Townships	2.4	
Spatial: City	0.8	

The National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies as gazette 15 March 2019

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	51 - 250	≤ 35,0 million
	Small	11- 50	≤ 17,0 million
	Micro	0 – 10	≤ 7,0 million
Mining and Quarrying	Medium	51 - 250	≤ 210,0 million
	Small	11- 50	≤ 50,0 million
	Micro	0 – 10	≤ 15,0 million
Manufacturing	Medium	51 - 250	≤ 170,0 million
	Small	11- 50	≤ 50,0 million
	Micro	0 – 10	≤ 10,0 million
Electricity, Gas and Water	Medium	51 - 250	≤ 180,0 million
	Small	11- 50	≤ 60,0 million
	Micro	0- 10	≤ 10,0 million
Construction	Medium	51 - 250	≤ 170,0 million
	Small	11- 50	≤ 75,0 million
	Micro	0- 10	≤ 10,0 million
Retail, motor trade and repair services.	Medium	51 - 250	≤ 80,0 million
	Small	11- 50	≤ 25,0 million
	Micro	0 – 10	≤ 7,5 million
Wholesale	Medium	51 - 250	≤ 220,0 million
	Small	11- 50	≤ 80,0 million
	Micro	0 – 10	≤ 20,0 million
Catering, Accommodation and other Trade	Medium	51 - 250	≤ 40,0 million
	Small	11- 50	≤ 15,0 million
	Micro	0 – 10	≤ 5,0 million
Transport, Storage and Communications	Medium	51 - 250	≤ 140,0 million
	Small	11- 50	≤ 45,0 million
	Micro	0 – 10	≤ 7,5 million
Finance and Business Services	Medium	51 - 250	≤ 85,0 million
	Small	11- 50	≤ 35,0 million
	Micro	0- 10	≤ 7,5 million
Community, Social and Personal Services	Medium	51 - 250	≤ 70,0 million
	Small	11- 50	≤ 22,0 million
	Micro	0 – 10	≤ 5,0 million

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……

……

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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

TABLE OF CLAUSES

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 documents
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

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

RSA.

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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