



Centurion Office

Bylsbridge Office Park, Building 14 | Block D |
11 Bylsbridge Boulevard, Cnr Jean Ave and
Olievenhoutbosch Road | Centurion | 0157

P.O. Box 11011 | Zwartkop | 0051

Hatfield Office

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

P.O. Box 56714 | Arcadia | 0007

+27 12 748 9600

+27 12 748 9791

+27 12 441 1000 /

+27 86 010 3703

+27 12 441 2064

helpline@sedfa.org.za

www.sedfa.org.za

Finance and Procurement Department Supply Chain Management

Request for Bids (RFB)

APPOINTMENT OF AN OUTSOURCED TREASURY SERVICE PROVIDER(S) FOR MANAGEMENT AND OPTIMISATION OF SURPLUS CASH INVESTMENTS FOR PERIOD OF THREE (03) YEARS.

Bid Information

Bid Number	RFB 20 -2026/2027
Bid Issued Date	18 August 2026
Bid Submission Date & Time	09 September 2026 @11:00 am
Bid Description	APPOINTMENT OF OUTSOURCED TREASURY SERVICE PROVIDER(S) FOR MANAGEMENT AND OPTIMISATION OF SURPLUS CASH INVESTMENTS FOR PERIOD OF THREE (03) YEARS.
Bid Submission Address	SEDFA Head Office-Centurion Byls Bridge Building 14, Block D, 11 Bylsbridge Boulevard, Cnr Jean Avenue and Olievenhoutbosch Road Centurion
Bid Contact Person	Sebotse Mokgabudi smokgabudi@sedfa.org.za
Bid Validity Period	120 days
Evaluation Method: Points System	80/20
Deadline for Responding to Clarifications for this bid	28 August 2026 @ 12:00 p.m
Fraud Hotline <i>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</i>	0800 000 663 (For anonymous reporting)
For complaints	procurement_complaints@SEDFA.org.za

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

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

Mr N Mbatha (CEO) • Mr M Kgauwe (CFO) • Mr R Manzini (CIO) • Ms B Ndlovu (Acting Company Secretary)

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Special Conditions and Requirement of Contract

APPOINTMENT OF AN OUTSOURCED TREASURY SERVICE PROVIDER(S) FOR MANAGEMENT AND OPTIMISATION OF SURPLUS CASH INVESTMENTS FOR PERIOD OF THREE (03) YEARS.

1. 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 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. PROJECT BACKGROUND

- 2.1. To enhance financial efficiency, SEDFA (the "Entity") is seeking to appoint a suitably qualified and experienced service provider(s) to deliver an outsourced treasury function to support the management and to optimise surplus cash investments across the Group and its subsidiaries. SEDFA reserves the right, at its sole discretion, to appoint one or more bidders to provide treasury and investment management services. Mandates may be allocated among the appointed service providers based on investment strategy, liquidity requirements, credit mandates, performance, diversification objectives, transformation objectives, and risk management considerations.

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Mr N Mbatha (CEO) • Mr M Kgauwe (CFO) • Mr R Manzini (CIO) • Mr B Mazingi (Group Company Secretary)



- 2.2. SEDFA group also includes an insurance entity that provides credit guarantees. The insurance entity must comply with all Insurance Act of 2017, Prudential Authority requirements and Governance and Operational Standards for Insurers (GOI Standards).
- 2.3. The objective is to ensure that surplus funds are managed in a manner that prioritises capital preservation, liquidity, regulatory compliance, and optimal risk-adjusted returns, in line with the Public Finance Management Act (PFMA), National Treasury Regulations, and applicable governance frameworks.
- 2.4. This section provides a summary of the general services required by the SEDFA group of companies. The detail of such services is to be refined and agreed upon between SEDFA and the successful respondent by means of a contractual service level agreement. The primary objective of this appointment is to:
- 2.4.1. Establish and implement a fit-for-purpose treasury function.
 - 2.4.2. Optimise cash and liquidity management.
 - 2.4.3. Ensure capital preservation and liquidity to meet the Entity's operational and developmental commitments.
 - 2.4.4. Support the Entity in forecasting, analysing, and managing cash flow requirements.
 - 2.4.5. Enhance investment decision-making and performance.
 - 2.4.6. Strengthen financial risk management and reporting.
 - 2.4.7. Ensure compliance with regulatory and governance requirements, including the PFMA, FSCA, National Treasury regulations and Prudential Authority ("PA") requirements (the PA requirements are specific to the insurance subsidiary in the SEDFA group) and international best practice.

NB: Detailed Scope of Work / Term of Reference is provided in Annexure E.

3. BID SUBMISSION REQUIREMENTS

- 3.1. 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

3.2. 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 Head Office 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. For tender/bid submission, bidders are required to request entrance access code via emails below, and access code will be issued on day of submission prior tender closure date and time;
smokgabudi@sedfa.org.za/phindlilez@sedfa.org.za/reception@sedfa.org.za
- f. The bidder will bear all expenses associated with the preparation and submission of this Bid.

3.3. **SEDFA PHYSICAL ADDRESS**

11 Byls Bridge Office Park
Building 14, Block D
11 Bylsbridge Boulevard
Cnr Jean Avenue & Olievenhoutbosch Road
Centurion
0157

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

3.4. **BID RESPONSES**

3.4.1 **BID FORMAT**

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

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

3.4.4 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.

3.5. **GENERAL CONDITIONS OF CONTRACT**

3.5.1 Completion of all Standard Bidding Documents attached on **ANNEXURE 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 4:** Declaration of Interest.
- c. **SBD 6.1:** Preference Points Claim Form.



- d. Valid Tax Compliant Status (TCS PIN issued by SARS).
- e. 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. Copy of the Consortium/Joint Venture/ Sub-Contracting Agreement duly signed by all parties (If applicable).
- f. 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 under **ANNEXURE A**.
- g. National Treasury **Central Supplier Database** (CSD) **registration** (The bidder to attach a proof of registration).
- h. 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).

3.5.2 The successful bidder and its staff shall comply with all the laws of the Republic of South Africa and as it relates to this bid.

4. PRE-TARGET REQUIREMENTS

- 4.1 The pre-qualification criteria set is according to the Standard for Implementation of Regulation (8) 4 of the Preferential Procurement Policy Framework Act, 2000 and the amended Preferential Procurement Regulations of 2022 and SEDFA's developmental impact plan to provide support to targeted groups (Black owned, youth, women, disability, rural priority province and township).
- 4.2 In line with the above commitment, preference will be given to bidders complying with the following;
 - a. Bidders having a stipulated minimum B-BBEE status level contribution from level 1 to level 4, unless otherwise stated on page 1 under Bid Information. The level will be determined depending on industry requirements.
 - b. Targeted groups that are black owned, women and youth.

5. 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.



6. LATE BIDS

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

7. 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.

8. BID DISTRIBUTION

- 8.1. 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.
- 8.2. 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.

9. PRESENTATIONS

SEDFA reserves the right to request 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.

10. 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.
- Stage 3.- Functionality Requirements.
- Stage 4 - Price and Preference (Specific Goals).



10.1. STAGE 1: ADMINISTRATIVE SCM COMPLIANCE (INITIAL COMPLIANCE PROCESS)

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 in **ANNEXURE A**.

10.2. 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**.

10.3. STAGE 3 - FUNCTIONALITY REQUIREMENTS

- a. All bids will be evaluated independently by the evaluation in terms of the defined evaluation criteria for functionality evaluation.
- b. Only bidders who achieve a minimum overall functionality score of 70 out of 100 points, and who obtain at least 50% of the points allocated to each individual functionality criterion, will proceed to the evaluation of Price and Specific Goals.
- c. Any bidder that fails to meet either the overall functionality threshold of 70 points or the minimum 50% threshold for any individual functionality criterion shall be disqualified and will not be evaluated further.
- d. Bids will be evaluated on Functional requirements as outlined in **ANNEXURE C**.

NB: Only bidders who achieve a minimum overall functionality score of 70 out of 100 points, and who obtain at least 50% of the points allocated to each individual functionality criterion, will proceed to the evaluation of Price and Specific Goals in Stage 3 the bid proposal will be disqualified for further evaluations.

10.4. STAGE 4: EVALUATION OF PROPOSAL ON APPLICABLE POINTS SYSTEM

- 10.4.1 Only bidders that have scored a minimum of **70/100** and who obtain at least 50% of the points allocated to each individual functionality criterion will be evaluated during stage 4 for pricing and specific goals in **ANNEXURE D**.
- 10.4.2 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.
- 10.4.3 The applicable preference point system for this tender is the 80/20 preference point system.



10.4.4 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

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

CRITERIA	POINTS
	(80/20 System)
Enterprises Size of enterprise: Micro, Small, Medium enterprises and large enterprises	8
B-BBEE (Black Ownership)	2
Black Women Owned (more than 30% owned)	4
Target Youth Group	2
Spatial: Rural, Township & City	4
TOTAL POINTS	20

10.4.5 SEDFA reserves the right to enter into negotiations with the preferred bidder.

10.4.6 SEDFA reserves the right to provide a policy relating to the handling of information in terms of the Protection of Personal Information Act, 2013 (Act 14 of 2013) as amended.

10.4.7 SEDFA reserves the right to appoint more than one bidder where it is deemed beneficial to diversify counterparty risk, access specialist capabilities, improve investment outcomes, or achieve transformation objectives.

11. POST AWARD CONDITIONS

11.1. Services will be rendered during the working hours from Monday to Friday, unless otherwise stated as detailed/ stated in the Scope of Work / Terms of Reference during the execution of the project;

11.2. The successful bidder must make sure that they comply with all relevant Employment legislation and applicable bargaining agreements, including the Unemployment Insurance Fund (UIF), Compensation for Occupational Injuries and Diseases Act (COIDA) and Pay As You Earn (PAYE);



- 11.3. Equipment and or productivity tools brought onto or used on site must comply with the Occupational Health and Safety (OHS) Act, 1993 (Act 85 of 1993) and any regulations promulgated in terms of this Act, where applicable;
- 11.4. The bidder shall be liable for insuring his/her staff member against any injury or death. The bidder should ensure that at all times their employees have the necessary Personal Protective Equipment (PPE) to conduct their work;
- 11.5. 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, remittance number and credit note details;
- 11.6. 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 of his/her employees whilst on site or in the execution of their duties;
- 11.7. All procurement related to this service, as outlined in this RFB, shall be conducted by SEDFA's Supply Chain Management division only.

12. STAFF REQUIREMENTS

- 12.1. Where applicable for this specific contract, the successful bidder must ensure the following:
 - a. The staff members must be competent, i.e., suitably qualified and experienced.
 - b. Staff members are adequately trained prior to commencement of the contract, and staff working under this contract are in good health.
 - c. That replacement staff is available should the need arise. The bidder is obligated to inform SEDFA of any removal and replacement, which can only be done with formal approval from SEDFA. No more than 55% of the staff shall be replaced or removed from the proposed team, unless SEDFA approved such.
 - d. Staff must be dressed appropriately as and where required.
 - e. At least 90% of the personnel assigned by the successful bidder to perform services under the contract must be South African citizens. SEDFA reserves the right to verify the citizenship status of such personnel and to require documentary proof where necessary.



13. RESOURCE REQUIREMENTS

- 13.1. The successful bidder must provide the following equipment required by the bidder's staff, in the execution of their duties:
- a. Laptop or similar device.
 - b. Internet connectivity.
 - c. Transportation and/or vehicle (if required) to deliver the service outlined in this bid.
 - d. Cell phone and/or landline.

14. SERVICE LEVEL AGREEMENT

- 14.1. Successful bidders will be required to enter into a Service Level Agreement with SEDFA.
- 14.2. Performance measurement processes will form an integral part of the Service Level Agreement, to be signed after the successful bidder has been appointed.

15. SUPPLIER DUE DILIGENCE

- 15.1. SEDFA shall at all times be entitled to conduct bidder due diligence for short-listed bidder prior to final award or at any time during the contract period. This may include site visits including conducting reference checks where necessary.
- 15.2. SEDFA reserves the right to request the successful bidder and its staff to undergo a security vetting and/or credit vetting processes via external services 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.

16. FICA AND COMPLIANCE CHECKS

- 16.1. SEDFA, in its capacity as an accountable institution, has a duty to verify the identity of all its clients in compliance with the Financial Intelligence Centre Act No 38 of 2001 (FICA). SEDFA shall thus conduct a comprehensive PEP screening on the successful bidders and therefore requests all bidders to submit the Know Your Customer (KYC) documents example(s):
- Certified identity documents.
 - Certificate of Incorporation (CM1 or CoR 15.1/CoR 14.1).
 - Certified copy of Change of Name, if applicable (CM9 or CoR 9.1 or 2).
 - Current list of Directors (CM29 or CoR 39) (also used for PEPs/Sanctioned screening purposes).



17. BID CANCELLATION

- 17.1. In the case of the cancellation of this RFB, SEDFA shall endeavor to inform all bidders, through the same medium used for the communication of the RFB.

18. TENDER VALIDITY PERIOD

- 18.1. Bid submitted in response to this RFB will constitute a binding offer by SEDFA which will remain binding and irrevocable for a period of 120 business days from the date of submission to SEDFA. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any bidder, unless and until a definitive Agreement and other related transaction documents are concluded between SEDFA and the preferred bidder.
- 18.2. Bids are valid for acceptance by SEDFA at any time within the requested validity period after the closing date of the RFB.

19. MATERIAL CHANGES

- 19.1. 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.
- 19.2. SEDFA shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any bidder, and what constitutes a core member of a bidder for purposes of such approval. Any request for approval shall be submitted in writing to SEDFA's Supply Chain Management Division, and the bidder shall provide sufficient reasons and information to enable SEDFA to make such determination. SEDFA reserves the right to accept or reject any such request for approval.

20. FRAUD ALERT

- 20.1. SEDFA takes a zero-tolerance approach to fraud, corruption, and bribery.
- 20.2. 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).
- 20.3. Please note that under no circumstances will SEDFA ever require any payment to secure an award of an RFP or a tender. Individuals that 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.

- 20.4. 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 000 663**.

21. COMMUNICATION

- 21.1. 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 persons for this bid process.
- 21.2. All communication (enquiries/clarifications) relating to this bid shall take place between the bidder and the Supply Chain Management officials listed as the contact persons for this bid process. Such communication shall be done in writing only.
- 21.3. 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.

22. CONTACT DETAILS

- 22.1. Main Contact
Name : Sebotse Mokgabudi/Phindile Zwane
Tel : 012 748 9725
Email : smokgabudi@sedfa.org.za/pzwane@sedfa.org.za

NB: Communication relating to the bid process outside officially designated channels 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.

23. SCOPE OF WORK / TERMS OF REFERENCE

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

24. ANNEXURES

- Annexure A: Stage 1 - Administrative Compliance Requirements (Initial Screening Process)
- Annexure B: Stage 2 - Mandatory Requirements
- Annexure C: Stage 3 - Functionality Requirements
- Annexure D: Stage 4 - Price and Preference
- Annexure E: Scope of Work / Terms of Reference
- Appendix 1: Bid Proposal Template



ANNEXURE A

STAGE 1 - ADMINISTRATIVE COMPLIANCE REQUIREMENTS

DOCUMENT NAME	TEMPLATES
National Treasury. Government Procurement: General Conditions of Contract, July 2010	 NT General Conditions of Contr
SBD 1	 SCM-Bid documents SBD 1 - RFB 20-2026-;
SBD 6.1	 SBD 6.1 SPECIFIC GOALS 80_20 PREFERI
SBD 4	 SBD 4 -Annexure A-Revised.pdf
GCC	 GCC
POPIA CONSENT FORM	 Sedfa POPIA Consent Form 2025.pdf
BEE Sworn Affidavits Templates (EME & QSE General)	 EME-General-Sector- Code-Affidavit-Honey;
	 QSE-General-Sector- Code-Affidavit-Honey;



STAGE 1 - ADMINISTRATIVE COMPLIANCE REQUIREMENTS

During this stage, bid responses will be reviewed for purposes of assessing compliance with the RFB requirements including general bid conditions and the Specific Condition of Bid, which requirements include the following:

- a. The Standard Bid Document (SBD 1, 4 & 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 RFB.
- 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. In bids where Consortium, Joint Ventures and Sub-Contractors are involved, it is required that each party submit separate proof of Tax Clearance Certificate(s) or *PIN* issued by SARS. Copy of the Consortium/Joint Venture/ Sub-Contracting Agreement duly signed by all parties (If applicable).
- f. 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.
- g. Consent Form.

Note:

- If the bidder is listed on the National Treasury List of Restricted Suppliers, it shall result in disqualification of the bid.
- If any of its Directors are Listed on the Register of Defaulters, it 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: Failure to comply with the administrative compliance requirements in Stage 1 the bids proposal will be disqualified for further evaluations.

ANNEXURE B

STAGE 2 - MANDATORY REQUIREMENTS

Bidders must comply with all mandatory requirements to qualify for stage 3(three) i.e., evaluations on functionality requirements.

The bidder must indicate their compliance/non-compliance to the following requirements and to substantiate as required. The bidder must respond in the format below, where additional information is provided/ attached somewhere else; such information must be clearly referenced.

NO	MANDATORY REQUIREMENTS	COMPLY/ NOT COMPLY
1.	REGULATORY LICENSING/ AUTHORISATION • The bidder must be duly authorised and licensed as a Financial Services Provider (FSP) in terms of the Financial Advisory and Intermediary Services Act, 2002 (Act No. 37 of 2002), and must hold a valid Category II (Discretionary) licence issued by the Financial Sector Conduct Authority (FSCA). • The licence must be current, in good standing. Bidders are required to submit, as part of their bid response, a copy of the valid FSCA-issued Category II FSP licence, together with proof of current authorisation status (where applicable). <i>SEDFA reserves the right to verify the bidder's licence status against the FSCA register.</i>	
2.	KEY INDIVIDUALS AND REPRESENTATIVES • The bidder must ensure that its Key Individuals and Representatives are duly approved and authorised in terms of FAIS. • The bidder must submit: - A list of the Key Individuals and Representatives who will be assigned to the SEDFA mandate.	



NO	MANDATORY REQUIREMENTS	COMPLY/ NOT COMPLY
	- Proof that such Key Individuals and Representatives are approved and authorised under the bidder's FSP licence, which may include: - A current FSCA licence schedule reflecting the Key Individuals; - An FSCA-generated extract or screenshot from the FSCA register confirming the status of the Key Individuals and Representatives; - A letter signed by an authorised representative of the bidder confirming the appointment and authorisation status of the proposed Key Individuals and Representatives under the bidder's FSP licence. • Brief curricula vitae (CVs) for the proposed Key Individuals and portfolio managers, detailing relevant qualifications, experience and professional registrations. • SEDFA reserves the right to verify the authorisation status of all proposed Key Individuals and Representatives against the FSCA register and to request additional supporting documentation where necessary.	
3.	INSURANCE COVER • The bidder must maintain adequate and appropriate (considering the size and value of the fund and the firm) insurance cover for each of the categories below for the duration of the contract, including: - Professional Indemnity Insurance - Directors' and Officers' Liability Insurance - Cyber Liability Insurance - Fidelity/Crime Insurance • Bidders must submit proof of valid insurance cover, including policy schedules and limits of indemnity.	
4.	ACCESS TO RATED INVESTMENT FUNDS AND CREDIT RESEARCH CAPABILITY • The bidder must demonstrate the ability to invest client funds in rated money market, cash management, and fixed-income investment portfolios. • The bidder must provide: - Details of available money market and fixed income funds. - Latest credit ratings applicable to the funds (where rated).	



NO	MANDATORY REQUIREMENTS	COMPLY/ NOT COMPLY
	- Credit ratings of the asset manager and/or investment products, where applicable. - Details of the internal credit research capability. - Details of external credit rating providers utilised by the bidder (e.g., Moody's, GCR, S&P Global Ratings, Fitch). • The bidder must demonstrate access to investment products that predominantly invest in investment-grade instruments and maintain robust credit risk controls. • The bidder must have a dedicated fixed-income investment team and an established credit research function with a minimum of three (03) years' experience managing institutional fixed-income or liquidity mandates. Failure to provide evidence of access to appropriately rated investment solutions will result in disqualification.	
5.	ASSETS UNDER MANAGEMENT (AUM) • The bidder must demonstrate sufficient financial scale and operational capacity by having discretionary fixed income and cash management assets under management (AUM) of at least R2 billion. • The assets under management (AUM) must include assets managed on a discretionary basis and must be relevant to the nature of the services required under this bid. Bidders are required to submit: • Total AUM of the firm as at the most recent financial year-end (or latest available date). • A breakdown of AUM by asset class. • AUM under discretionary management. • Details of current or recent client mandates, including the nature of the mandate and approximate AUM per mandate. • Where confidentiality or legal restrictions apply, bidders may provide anonymised client information, provided that sufficient detail is included to assess the scale and relevance of the mandates.	



NO	MANDATORY REQUIREMENTS	COMPLY/ NOT COMPLY
	The information provided must be sufficient to enable SEDFA to verify that the bidder meets the minimum AUM requirement. Failure to demonstrate the minimum qualifying discretionary fixed income and cash management AUM of at least R2 billion and above will result in disqualification.	
6.	TECHNICAL AND FINANCIAL PROPOSAL - The bidder must submit a comprehensive technical and financial proposal aligned to the scope of work, expected deliverables, and reporting requirements of SEDFA. - The proposal must, at a minimum, include: - A detailed technical approach and methodology for delivering the required services - A clear implementation plan, including timelines and key milestones - Governance, reporting, and communication arrangements aligned to SEDFA's requirements - A organogram, including key personnel and their roles - A detailed pricing schedule and fee structure, including all cost components and assumptions - How the entity intends to manage conflict of interest, framework, policies and procedures for identifying conflict, mitigating conflict and how periodic disclosures are done, as well as how independence/segregation between investment and credit decision making is maintained. - The proposal must demonstrate a clear understanding of the mandate and the bidder's ability to meet SEDFA's operational, reporting, and compliance requirements. Failure to submit a complete technical and financial proposal as specified will result in disqualification.	

Failure to comply with the above Mandatory requirements in Stage 2 the bid proposals will be disqualified for further evaluations.



ANNEXURE C

STAGE 3: FUNCTIONAL REQUIREMENTS

Only bidders who achieve a minimum overall functionality score of 70 out of 100 points, and who obtain at least 50% of the points allocated to each individual functionality criterion, will proceed to the evaluation of Price and Specific Goals.

Any bidder that fails to meet either the overall functionality threshold of 70 points and the minimum 50% threshold for any individual functionality criterion shall be disqualified and will not be evaluated further.



FUNCTIONALITY REQUIREMENTS	SCORING MATRIX	POINTS
1. PORTFOLIO MANAGERS EXPERIENCE		
1.1 PORTFOLIO MANAGERS EXPERIENCE - The bidder's proposed Portfolio Managers must have relevant skills and experience in the management of fixed income portfolios. - The bidder must submit, as part of its proposal, the following: - Detailed CV/bio of the proposed Portfolio Manager indicating experience and track record (detailed description and years of experience) in the management of fixed income portfolios. (The bidder must also complete the table in Appendix 1 – Section 2)	- The portfolio manager has more than 10 years of experience in managing fixed income portfolios = 18 points. - The portfolio manager has 6-9 years of experience in managing fixed income portfolios. = 15 points. - The portfolio manager has 3-5 years of experience in managing fixed income portfolios. = 12 points. - The portfolio manager has 1-2 years of experience in managing fixed income portfolios = 6 points. - The portfolio manager has 0 years of experience in managing fixed income portfolios= 0 points.	35
1.2 PORTFOLIO MANAGERS QUALIFICATION The bidder must indicate the qualifications of the portfolio manager, with at least minimum of NFQ 8 and CFA. (The bidder must also complete the table in Appendix 1 – Section 2)	- The portfolio manager will have at least a NQF Level 9 postgraduate degree and CFA= 17 points. - The portfolio manager will have at least a NQF Level 8 postgraduate degree and CFA= 14 points. - The portfolio manager will have a NQF Level 7 undergraduate degree and CFA= 10 points. - The portfolio manager will have a NQF Level 7 undergraduate degree only= 5 points. - Below NQF 7= 0 points	
2. SUPPORTING STAFF		25



2.1 SUPPORTING STAFF QUALIFICATIONS • The bidder's should propose Junior Portfolio Manager, Senior Investment Analyst, Credit Analyst, Treasury Advisory and Operation Support Staff, and must have relevant qualifications. • The bidder must submit, as part of its proposal, the following: - The structure and composition of the supporting staff, clearly outlining qualifications and roles and responsibilities of each member of the investment team. Number of years of experience in the management of fixed income portfolios of the supporting staff. - Detailed copy of CVs including qualifications must be attached to, professional memberships will be added as advantage. (The bidder must also complete the table in Appendix 1 – Section 3)	• Junior Portfolio Manager, Senior Investment Analyst, Credit Analyst, Treasury Advisory and Operation Support Staff, will have at least a NQF Level 9 postgraduate degree= 10 points. • The Junior Portfolio Manager, Senior Investment Analyst, Credit Analyst, Treasury Advisory and Operation Support Staff, will have at least a NQF Level 8 postgraduate degree = 8 points. • The Junior Portfolio Manager, Senior Investment Analyst, Credit Analyst, Treasury Advisory and Operation Support Staff, will have a NQF Level 7 undergraduate degree = 5 points. • Below NQF Level 7= 0 points. • No Supporting staff = 0 points.	
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2.2 SUPPORTING STAFF EXPERIENCE • The bidder's proposed supporting staff/team must have relevant skills, and experience in management of fixed income mandates. • The team members should at least include a junior portfolio manager, senior investment analyst, credit analyst and treasury advisory and operation support staff. • Detailed copy of CVs including qualifications must be attached to, professional memberships will be added as advantage. (The bidder must also complete the table in Appendix 1 – Section 3)	• Junior Portfolio Manager, Senior Investment Analyst, Credit Analyst each have more than 5 years in managing fixed income portfolios = 15 points. • Junior Portfolio Manager, Senior Investment Analyst, Credit Analyst each have an experience of more than 4 years in managing fixed income portfolios = 12 points. • Junior Portfolio Manager, Senior Investment Analyst, Credit Analyst each have experience of more than 3 years in managing fixed income portfolios = 10 points. • Junior Portfolio Manager, Senior Investment Analyst, Credit Analyst each have an experience of 2 years in managing fixed income portfolios = 8 points. • Junior Portfolio Manager, Senior Investment Analyst, Credit Analyst each have more than 1-year of experience in managing fixed income portfolios = 4 points. • No Supporting staff = 0 points	
3. FIXED INCOME TRACK RECORD/EXPERIENCE		30



3.1 FIXED INCOME TRACK RECORD/EXPERIENCE - The bidder (s) must have a proven track record in the management of fixed income mandates. - The bidder(s) must provide a minimum of two institutional references for current or complete projects demonstrating experience in the public sector, one of which must relate to a fixed-income and treasury/liquidity management mandate. The reference letter must state the size of the funds under management. (The bidder must also complete the table in Appendix 1 – Section 1)	- The bidder submitted 4 or more similar/relevant reference letters = 18 points. - The bidder submitted 3 similar/relevant reference letters = 15 points. - The bidder submitted 2 similar/relevant reference letters = 12 points. - The bidder submitted 1 similar/relevant reference letter = 6 points. - The bidder submitted 0 reference similar/relevant reference letter = 0 points.	
3.2 PERFORMANCE OF THE PORTOFOLIO - The bidder must demonstrate stable performance of their portfolio. - Please provide a verifiable table of monthly fixed income returns, gross and net of fees relative to Short-Term Fixed Interest Composite Index (SteFI Composite Index) showing annualized performance of the portfolio or similar fixed income benchmark, for one, three and five years.	- If returns are greater than the returns generated by SteFI composite index for one, three and five years = 12 points. - Portfolio has matched the SteFI composite index for one, three and five years = 6 points. - If the bidder has underperformed relative to the SteFI composite index for one, three and five years = 0 points.	
4. RESPONSIBLE INVESTING		10
- The bidder must demonstrate that they practice responsible investing. - The bidder is required to provide a detailed document outlining the following: - The bidder is a member of Principles for Responsible Investment (PRI).	- The bidder complies with 100% or 7 of the criteria = 10 points. - The bidder complies with 71% or 5 of the criteria = 8 points. - The bidder complies with at least 57% or 4 of the criteria = 5 points.	10



- The bidder adopts Code for Responsible Investing in South Africa (CRISA). - Responsible investment policy, and responsible investment methodology - The bidder must submit the latest available PRI assessment report. - The bidder will establish a structured process for integrating Environmental, Social and Governance (ESG) issues into its investment process and decision-making across the business. - How the bidder will ensure that staff apply due care and diligence to following this process. - The manager will report annually on implementation of this process across the business and how the analysis of ESG issues has influenced investment decisions. • The bidder must use the bullet points above as headings in the document.	• The bidder complies with at least 43% or 3 of the criteria = 3 points. • The bidder complies with at least 0% of the criteria = 0 points.	
TOTAL FUNCTIONALITY POINTS		100



Bidders are required to obtain a minimum overall score of 70 out of 100 points for Functionality in order to be evaluated further.

In addition, bidders must achieve a minimum of 50% of the points allocated to each individual functionality criterion listed below:

<i>Functionality Criterion</i>	<i>Minimum Required (50%)</i>
<i>Portfolio Managers</i>	<i>17.5</i>
<i>Supporting Staff</i>	<i>12.5</i>
<i>Fixed Income Track Record</i>	<i>15</i>
<i>Responsible Investing</i>	<i>5</i>



ANNEXURE D

STAGE 4: EVALUATION OF PROPOSAL ON APPLICABLE POINTS SYSTEM

1. Only bidders that have scored a minimum of **70 / 100** on functionality will be evaluated during stage 4 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 point 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 based on:

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 bidders: The bidders 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 result 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)



Specific Goals Allocated and Points to claimed in terms of this tender								
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			
L1	L2	L3	L4	L5				
2	1.75	1.50	1.25	1				
Black Women Owned (more/ $\geq$ 30% owned)					4			
Target Group: Youth					2			
Spatial: Rural					4			
Spatial: Townships					2.4			
Spatial: City					0.8			

Supporting Document for Claiming of Specific Goals:

The bidder must submit proof of either a BBBEE Certificate accredited by SANAS or a Sworn Affidavit. Latest Audited Financial Statement of the bidder (Where applicable in terms of Company's Act) and/or independently reviewed financial statements and/or cashflow budget for the new entities with no financial records. The bidder must also indicate point claims on SBD 6.1.

Size of Enterprise: Micro, Small, Medium enterprises: 8/20- leave as is split is as follows:

- Micro enterprises: maximum 8 points or 100% for micro-enterprises
- Small enterprises: 5.6 points or 70% of the 8 points
- Medium enterprises: 3.2 Points or 40%
- Large enterprises: 0.8 Points or 10%

Verification Method: Statement of Financial Position of the bidder: Latest Audited Financial Statement of the bidder (Where applicable in terms of Company's Act) and/or independently reviewed financial statements and/or cashflow budget for the new entities with no financial records.



Enterprises are divided into the following categories:

SECTORS	SIZE OR CLASS OF ENTERPRISE	TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL ANNUAL TURNOVER
Finance & Business Services	Micro	0-10	<7.5 million
	Small	11-50	<35.0 million
	Medium	51-250	<85.0 million
	Large	over 250	<160 million

B-BBEE (Black Ownership): Maximum 2/20 points.

L1	L2	L3	L4	L5	L6	L7	L8	L0
2	1.75	1.5	1.25	1	0.75	0.50	0.25	0

Verification Method: BBEE certificate and 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, 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**

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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.
- c. A contract may, on reasonable and justifiable grounds, be awarded to a tender that did not score the highest number of points.
- d. SEDFA reserves the right to enter into negotiations with the preferred bidders.
- e. SEDFA reserves the right to provide policy relating to the handling of information (Protection of Personal Information Act).



SCOPE OF WORK/TERMS OF REFERENCE

APPOINTMENT OF AN OUTSOURCED TREASURY SERVICE PROVIDER (S) FOR MANAGEMENT AND OPTIMISATION OF SURPLUS CASH INVESTMENTS FOR PERIOD OF THREE (03) YEARS.

1. SCOPE OF WORK

The appointed bidder(s) will provide a comprehensive outsourced treasury function, including but not limited to the following:

1.1 TREASURY FUNCTION DESIGN AND GOVERNANCE

The bidder shall:

- Design and implement a treasury function, including policies, procedures, and internal controls.
- Develop a Treasury Policy and Investment Framework aligned to PFMA and National Treasury Regulations.
- Establish governance structures, delegations of authority, and control mechanisms
- Align treasury activities with SEDFA's strategic and operational objectives.
- The above policies, procedures and strategies will be subject to approval by the appropriate governance structures within SEDFA .

1.2 CASH FLOW MANAGEMENT AND FORECASTING

The bidder shall:

- Analyse historical and projected cash flows.
- Develop and maintain rolling cash flow forecasts.
- Optimise liquidity management and working capital.
- Identify timing of cash surpluses and funding requirements based on approved budgets.

1.3 INVESTMENT MANAGEMENT

The bidder shall:

- Develop and implement an approved investment strategy.
- Invest surplus funds in line with approved mandates and policies.
- Prioritise capital preservation, liquidity, and risk-adjusted returns.
- Operate within defined investment limits, including:



- Approved instruments
 - Counterparty exposure limits
 - Duration and concentration limits
-
- Monitor market conditions and adjust investment positioning accordingly
 - Investments shall be restricted to investment-grade instruments and counterparties, unless specifically approved by the SEDFA Board or Investment Committee.
 - Collective investment schemes, money market funds and fixed income funds utilised by the bidder must possess a recognised equivalent national scale credit rating where such ratings are available.
 - The bidder shall provide evidence of the latest available credit ratings for all rated collective investment schemes or fixed-income portfolios utilised under the mandate and notify SEDFA of any rating downgrade within five business days.

For the insurance subsidiary, investments must also comply with Prudential Authority requirements and applicable governance frameworks.

1.4 DEALING AND EXECUTION

The bidder shall:

- Execute or facilitate investment transactions in accordance with approved mandates
- Apply best execution principles.
- Engage only approved counterparties and financial institutions.
- Maintain proper segregation of duties.
- Maintain a complete audit trail of all transactions.

1.5 RISK MANAGEMENT AND COMPLIANCE

The bidder shall:

- Ensure compliance with PFMA, National Treasury Regulations, and all applicable legislation.
- Implement and maintain a comprehensive risk management framework covering:
 - Liquidity risk.
 - Credit risk.
 - Market risk (interest rate and currency).
 - Operational risk.
- Monitor counterparty risk and concentration levels.
- Provide input into IFRS financial instrument disclosures where required.
- Ensure compliance with POPIA and cybersecurity standards.



1.6 REPORTING AND PERFORMANCE MONITORING

The bidder shall provide monthly and quarterly reports including:

- Portfolio composition and asset allocation.
- Performance against benchmark (e.g. STeFI Composite Index),
- Compliance with investment policies and limits.
- Liquidity position and cash flow forecasts.
- Counterparty exposures.
- Risk metrics and breaches (if any).
- Forward-looking recommendations.

1.7 TREASURY ADVISORY SERVICES

The bidder shall:

- Provide ongoing advisory support on market developments.
- Advise on treasury systems and process improvements.
- Provide strategic input on liquidity and investment optimisation.

1.8 AUDIT SUPPORT

The bidder shall:

- Support internal and external audits.
- Provide required documentation and audit evidence.
- Assist with audit queries and regulatory reviews.

1.9 SYSTEMS AND TECHNOLOGY

The bidder shall:

- Utilise appropriate Treasury Management Systems (TMS) or equivalent tools.
- Ensure secure and accurate management of treasury data.
- Provide system-generated reporting where applicable.
- Maintain appropriate system controls and access management.

1.10 RESPONSIBLE INVESTMENT

The bidder shall:

- Integrate environmental, social, and governance (ESG) considerations where appropriate
- Demonstrate alignment with CRISA principles and responsible investment practices



2. EXPECTED DELIVERABLES

The service provider will be required to deliver:

- Treasury Policy and Investment Framework.
- Approved Investment Strategy.
- Rolling cash flow forecasts (monthly and quarterly).
- Monthly and quarterly investment performance reports.
- Annual review of treasury strategy and mandate.
- Inputs into budgeting and financial planning processes.
- Recommendations to improve cash management efficiency.
- In addition to the Standard Reporting (fact sheets, monthly and quarterly, Regulation 30 look through reporting, etc.), the bidder must also submit quarterly and annual reports to the Executive Committee, Board Sub-Committees and the SEDFA Board on the Treasury Function.
- As and when necessary, the appointed bidder must be available to attend meetings as requested by SEDFA.

3. GOVERNANCE AND OVERSIGHT

- The bidder(s) will operate under an approved mandate authorised by the SEDFA Board.
- All investment decisions must comply with approved limits and policies.
- The bidder shall report to the CFO.
- Oversight will be exercised by the Finance Division, Audit Committee, and/or Investment Committee.
- SEDFA reserves the right, at its sole discretion, to appoint one or more bidders to provide treasury and investment management services. Mandates may be allocated among the appointed service providers based on investment strategy, liquidity requirements, credit mandates, performance, diversification objectives, transformation objectives, and risk management considerations.
- The bidder must declare and manage conflicts of interest.
- The bidder may be required to attend governance meetings.

4. SERVICE LEVELS

4.1 The bidder shall adhere to agreed service levels, including:

- Timeliness and accuracy of reporting
- Quality of forecasts and analysis
- Responsiveness to queries and requests
- Adherence to agreed timelines and deliverables

4.2 Performance will be subject to periodic review.



- 4.3 Where SEDFA is dissatisfied with a bidder's poor performance, the Chief Financial Officer (CFO) and/or his representative(s) will engage the bidders to remedy the poor performance. Should SEDFA remain dissatisfied, the Chief Financial Officer (CFO) and/or his representative(s) may consider restricting the continued use of that bidder.
- 4.4 Additionally, the Chief financial officer (CFO) and /or his representative(s) may consider reporting the bidder to the relevant professional body (ies) and other authorities for unprofessional misconduct.
- 4.5 Administrative penalties may also be imposed on bidder for poor performance and / or unprofessional conduct that is to the detriment of SEDFA.
- 4.6 A bidder's misconduct may result in that bidder being restricted via National Treasury's List of restricted suppliers.

5. BUSINESS CONTINUITY AND DATA PROTECTION

The bidder must:

- Maintain a documented Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP).
- Ensure uninterrupted service delivery in the event of disruption.
- Comply with POPIA and all applicable data protection regulations.
- Implement robust cybersecurity controls.

6. FEES AND COSTS

- The bidder must propose a transparent and fully disclosed fee structure.
- Fees must include all applicable costs, including management, transaction, and advisory fees.
- Any performance-based fees must be clearly defined and linked to measurable benchmarks.
- No undisclosed fees or commissions will be permitted.

7. DURATION OF APPOINTMENT

- 7.1. The appointment will be for a period of three (03) years, subject to satisfactory performance and annual review. SEDFA reserves the right to extend or terminate the contract(s) in line with performance and compliance

8. REPORTING LINES

- The bidder will report primarily to the Chief Financial Officer (CFO).
- Additional reporting to governance structures as required.

9. CONFIDENTIALITY AND ETHICS

- The bidder must maintain strict confidentiality of all SEDFA information.



- Compliance with ethical standards and avoidance of conflicts of interest is mandatory.

10. BID FORMAT

10.1. BID PROPOSAL FORMAT

All bidders must return their proposals categorized and indexed under the following sections:

10.2. SECTION 1: LEGISLATIVE REQUIREMENTS

The bidders must supply the required documentation as outlined in this Request for Bid document as outlined in item Annexure A

10.3. SECTION 2: MANDATORY & FUNCTIONALITY REQUIREMENTS

The bidder must provide the information set out in the mandatory and functionality requirements stated in the bid document (Annexure B and C)

10.4. SECTION 3: COMPANY EXPERIENCE (REFERENCES), INDIVIDUAL EXPERIENCE AND QUALIFICATIONS (ETC)

The bidder must attach reference letters and qualifications provided under this section should be the same as individual letters provided on Annexure C on Functionality Requirements.

10.5. SECTION 4: PRICING PROPOSAL/SCHEDULE

Bidders are required to submit price proposal as outlined in the bid proposal.

10.6. SECTION 5: 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>



ANNEXURE F: PRICING SCHEDULE

PRICE PROPOSALS SUBMITTED MUST BE INCLUSIVE OF ALL COSTS AND APPLICABLE TAXES (VAT) AND BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF THE BID (refer to SBD 3.3).

Tiered Investment Management Fees

Bidders are required to complete the table provided by indicating the annual management fee (%) applicable to each investment value band. Fees must be quoted inclusive of VAT and should include all portfolio management, treasury advisory, reporting, and administrative costs unless otherwise disclosed.

Investment Value Band	Average Invested Amount (ZAR)	Annual Fee (%)	Annual Fee (ZAR) (Illustrative)
Tier 1	Up to R500 million	_____ %	R_____
Tier 2	Above R500 million up to R1 billion	_____ %	R_____
Tier 3	Above R1 billion	_____ %	R_____

Pricing Notes

1. The quoted fee must represent the maximum annual fee payable for assets under management within each investment band.
2. Fees must be quoted as an annual percentage of assets under management (AUM).
3. SEDFA reserves the right to negotiate fees with the preferred bidder(s).
4. All pricing must remain valid for the duration of the bid validity period.



APPENDIX 1

BID PROPOSAL COVER PAGE

APPOINTMENT OF AN OUTSOURCED TREASURY SERVICE PROVIDER (S) FOR MANAGEMENT AND OPTIMISATION OF SURPLUS CASH INVESTMENTS FOR PERIOD OF THREE (03) YEARS.

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



SECTION 1

LEGISLATIVE REQUIREMENTS

The bidders must supply the required documentation as outlined in this Request for Bid document as outlined in item Annexure A



SECTION 2

MANDATORY & FUNCTIONALITY REQUIREMENTS

The bidder must provide the information set out in the mandatory and functionality requirements stated in the bid document (**Annexure B and C**)



SECTION 3

COMPANY PROFILE, EXPERIENCE & 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.

The bidder must provide the following information:

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

PORTFOLIO MANAGER 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	QUALIFICATIONS	YEARS OF EXPERIENCE



SECTION 5

SUPPORTING TECHNICAL TEAM/STAFF 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	QUALIFICATIONS	YEARS OF EXPERIENCE



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: RFB 20-2026/2027		CLOSING DATE: 09 September 2026		CLOSING TIME: 11:00 AM	
DESCRIPTION: APPOINTMENT OF AN OUTSOURCED TREASURY SERVICE PROVIDER(S) FOR MANAGEMENT AND OPTIMISATION OF SURPLUS CASH INVESTMENTS FOR PERIOD OF THREE (03) YEARS.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Small Enterprise Development & Finance Agency (Sedfa) -Head Office: Centurion					
11 Byls Bridge Office Park, Building 14 Block D					
Cnr Jean Avenue & Olievenhoutbosch, Highveld					
Centurion					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		Sebotse Mokgabudi		CONTACT PERSON	
TELEPHONE NUMBER		012 748 9725		TELEPHONE NUMBER	
E-MAIL ADDRESS		smokgabudi@sedfa.org.za		E-MAIL ADDRESS	
smokgabudi@sedfa.org.za		smokgabudi@sedfa.org.za		smokgabudi@sedfa.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE UMBER					
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:

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = 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 result 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 <u>Full Time Employed Paid Employees</u> :	_____	
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	
L1	L2	L3	L4	L5	L6	L7	L8		
2	1.75	1.50	1.25	1	0.75	0.25	0		
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:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 12:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS 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
	-----		 R.....
	-----		 R.....
	-----		 R.....
	-----		 R.....
		TOTAL: R.....	

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

Name of Bidder:

- 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 –

(INSERT NAME OF CONTACT PERSON)

Tel:

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

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.

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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.

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|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its 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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

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 Programme (NIP)	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.



CONSENT FORM

I/We, the undersigned _____ (Full names and surname) with Identity Number _____ hereby certify that I/we are the shareholders/official representatives of _____ (Company name) with company Registration Number _____ hereby declare, agree and undertake the following towards SEDFA.

(Hereinafter):

1. I/We hereby give consent to SEDFA or such other person or entity that SEDFA may designate, the absolute right and permission to conduct checks, assessments and to verify my information in order to evaluate, adjudicate and reporting to authorities as per the National Treasury's requirements.
2. I/We acknowledge that SEDFA is committed to protecting and promoting the privacy of my/our Personal Information including that of entity or any other individuals or organisation and to give effect to the constitutional right to privacy and to fulfil its obligations under the Protection of Personal Information Act No 4 of 2013 (Hereinafter 'POPI').
3. I/We hereby give consent to SEDFA to process my/our Personal Information where the processing is necessary and only for purposes verifications in the evaluation of submitted proposals for RFQs, bids, payments and reports.
4. SEDFA acknowledges and agrees that the Personal Information will not, under any circumstances, be processed for purposes prohibited by POPI and/or the principles contained in POPI and that the processing of Personal Information will be done fairly and in accordance with legal provisions, given that the purpose for which processing of the Personal Information is adequate, relevant and not excessive.
5. SEDFA herewith defend, indemnify and hold you harmless from any action or claim of any nature whatsoever that might be brought by any person whatsoever against you as a result of any personal loss, injury or damage arising directly or indirectly from any act or omission on SEDFA's part relating to or incidental to the failure from SEDFA's part to honour the above provisions, or otherwise, as the case may be.
6. I/We acknowledge and agree that I/We have read this consent form in its entirety and that I/We fully understand the nature, content and implications hereof and agree hereto, and that I/We shall be fully bound hereto from date of signature hereof.

Signed at _____ on this _____ day of _____ 20____

Print Name and Surname:

(Company Representative's Signature)

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If applicable)	
Registration Number:	
Vat Number (If applicable)	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	
Nature of Business	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and underdeveloped areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011."

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **Black Designated Group Owned % Breakdown** as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas _____%
 - Black Military Veterans % = _____%

- Based on the ☐ Audited Financial Statements ☐ Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less.
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

SWORN AFFIDAVIT – B-BBEE Qualifying Small Enterprise - General

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If applicable)	
Registration Number:	
Vat Number (If applicable)	
Nature of Business	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- I hereby confirm the above ownership was achieved using the flow through principle.

Definition of “Black Designated Groups”	“Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”
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4. The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• **Black Designated Group Owned % Breakdown** as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas _____%
- Black Military Veterans % = _____%

• Based on the ☐ Audited Financial Statements ☐ Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million).

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
More than 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date: