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APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF A COMPLIANCE MONITORING SOLUTION FOR A PERIOD OF 60 MONTHS.	
Bid Number:	067/2025/PF&T/COMPLIANCE/RFB
Briefing Session:	Non-Compulsory
Briefing Session Date and Time:	20 January 2026 @10h00
Briefing Session Venue:	Online via MS Teams Join the meeting now Meeting ID: 314 289 892 564 33 Passcode: sw7xQ9VX
Clarifications Deadline:	28 January 2026 @ 10h00
Request for Gate Access Code Deadline:	Completed Request Form – Annexure H to be sent to tenders02@tcta.co.za
Closing Date and Time: Bidders must submit their bids during office hours between 08:00 – 16:30	04 February 2026 @10h00
Bid Validity Period:	120 Calendar Days from the closing date
Bid Submission Physical Address:	<i>Bid Submissions must be sent to:</i> <i>TCTA, Byls Bridge Office Park, Building 9, Cnr Olievenhoutsbosch and Jean Avenue, Doringkloof, Centurion</i> <i>Bidders are required to have a scannable valid identity document, drivers' license or passport which will be scanned at the main entrance.</i> <i>Bidders are requested to allow sufficient time for the vetting process at the main entrance (gate).</i>
Enquiries:	Name: Receiving Officer Email Address: tenders02@tcta.co.za
Date of issue:	04 December 2025

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1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

B-BBEE	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
B-BBEE STATUS LEVEL OF CONTRIBUTOR	The B-BBEE status received by a measured entity issued in terms of section 9(1) of the B-BBEE Act.
BID SUBMISSION	A bidder's written proposal in response to an Invitation for Bids (Request for Bids/Quotations/ Information etc.)
BLACK PEOPLE	Africans, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003
CONSORTIUM OR JOINT VENTURE OR CONSORTIUM	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;
CONSULTANT	A professional person appointed to provide technical and specialist advice or to assist with the design and implementation of projects. The legal status of this person can be an individual, a partnership, a corporation or a company.
CONTRACT	A legal agreement or National Treasury issued Standard Bid Document signed by TCTA and a successful bidder. This term does not refer to the actual bid process.
CONTRACT MANAGER	A representative from the Requesting Department that will be responsible for monitoring the day-to-day activities related to the contract
DESIGNATED SECTORS	Sectors, sub-sectors or industries that have been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
EME	means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
FIRM PRICES	means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the bidder and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

HISTORICALLY DISADVANTAGED ENTITIES	Means entities that are at least: 51% black owned. 51% owned by black youth. 51% owned by black women. 51% owned by black people with disabilities. 51% owned by black people in rural areas, underdeveloped areas or townships. a co-operative that is 51% owned by black people. 51% owned by black people who are military veterans.
LOWEST ACCEPTABLE TENDER	Means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
PROCUREMENT SPECIALIST	Any person in the Supply Chain Management Unit who is responsible for managing a bid process from start to finish
PO	A Purchase Order generated by the Supply Chain Management Unit after the conclusion of a successful bid process authorising the expenditure against an awarded contract.
PRICE	Means an amount of money for goods or services, and includes all applicable taxes less all unconditional discounts
QSE	means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
RD	A requesting department within TCTA or its representative
SUPPLIER	A juristic person or legal entity that provides goods or services to TCTA.
SPECIFIC GOALS	Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
TCTA	Trans Caledon Tunnel Authority

2. PREPARATION OF BID SUBMISSIONS

- 2.1. Bidders are required to fully complete the Bid including annexures during submission to TCTA.
- 2.2. Bid Submissions must:
 - 2.2.1. Not be late and it must be delivered to the address stated on the front page. TCTA shall not accept nor be obliged to accept Bid Submissions submitted after the stipulated closing date and time, even if such late submission is as a result of circumstances beyond the Bidder's control.
 - 2.2.2. Clearly reflect the Bid description and bid number on the outer packaging; and
- 2.3. Bidders must submit 1 physical original copy in English and 1 electronic copy on an unencrypted USB in PDF format. The information in the USB must be identical to the original submission. In the event of a discrepancy between any versions submitted, TCTA will rely on the physical original submission.
- 2.4. This Bid has 6 stages of evaluation summarised in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat, sealed, legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.

3. BACKGROUND

TCTA, from time to time, receives Directives from the Minister of Water and Sanitation ("the Minister") to raise funding and implement bulk raw water projects on behalf of the Department of Water and Sanitation ("DWS"). Funding for these projects is sourced from the fiscus in cases where there is a social element mainly because of huge indigent population in the areas of infrastructure development, and through borrowings from commercial banks and developmental finance institutions ("DFIs") and the issuing of bonds or commercial paper in the capital markets for commercially bankable projects.

The majority of TCTA's projects are funded through borrowings in the form of bilateral term loans or revolving credit facilities from major local and international commercial banks and DFIs. In addition, Domestic Medium-Term Note Programmes are used for short-term funding and capital market bond programmes for longer term funding

In executing the above-mentioned Directives from a funding perspective, TCTA is required comply with the following, collectively termed "Compliance/ Reporting Requirements":

1. Comply with the conditions of Constitutional Documents

Directives come with conditions and obligations that TCTA is required to comply with. These conditions are project specific. Other constitutional documents which TCTA needs to comply with include, inter alia, the National Water Act, the Notice of Establishment and the Treaty (and the NWRIA Act).

2. Comply with the DMTN programme

The DMTN programme will require compliance with the JSE rules as well as the obligations in the programme document.

3. Comply with borrowing limits

Before TCTA can commence sourcing funding, it must request borrowing limits from the Minister of Water and Sanitation, acting with the concurrence of the Minister of Finance, as stipulated in the Notice of Establishment (NoE).

As part of the borrowing limit monitoring, the concurrence by the Minister of Finance comes with compliance requirements that TCTA must meet. These are project-specific and could include, among others, that:

- a) TCTA must include in the quarterly borrowing limit utilisation report (submitted within 30 days after the end of each quarter to the National Treasury (“NT”) updates pertaining to the use of the provisions attached to the concurrence by the Minister of Finance, which provisions are unique to each borrowing limit request;
- b) TCTA to include in the quarterly borrowing limit utilisation report (submitted within 30 days after the end of each quarter to NT), updates pertaining to the construction progress of the project, whether there have been delays experienced and whether the water delivery date has changed or not; and
- c) TCTA must submit quarterly reports (within 30 days after the end of each quarter to NT) containing information on all its debt with lenders and noteholders on all projects; the initial debt amounts; the outstanding amounts as at the reporting date; the covenants on all debt (incurrence and maintenance covenants), as well as the compliance to such covenants in relation to all its existing borrowings. If there are any covenant breaches, TCTA is required to provide information on any waivers granted (if any) and a remedial plan for the breach(es).

4. Comply with conditions of guarantee framework agreements

Some of the TCTA projects have government guarantees as security. These guarantees come with guarantee framework agreements which have conditions imposed by the National Treasury that TCTA must comply with.

5. Comply with Income and/or Implementation Agreements

Before the borrowing limit request is granted, TCTA undertakes institutional arrangements and a structuring process which culminate in Income/Implementation Agreements between TCTA and DWS. Income /Implementation Agreements contain obligations that TCTA must comply with.

6. Comply with Loan Covenants

Upon receipt of the borrowing limit, TCTA issues requests for proposals (“RFP”) for funding, which result in loan facility agreements and other finance documents being entered into by TCTA and the lenders. Embedded in the loan facility agreements and finance documents, as well as amendments thereof, are various loan covenants that TCTA must comply with. These can be expressed as undertakings, obligations or warranties.

Loan covenants are specific conditions or clauses within a loan agreement/funding instrument that TCTA must adhere to during the term of the loan. These covenants are an essential part of facility agreements, acting as safeguards to ensure that the borrower maintains a certain level of financial stability and operates within the

parameters agreed upon with the lender, e.g., by providing information and disclosures, undertaking to perform or not to perform certain actions. By setting these conditions, lenders can monitor TCTA's financial health and mitigate the risk of default.

Covenants are essentially about the past and future behaviour and constitute TCTA's promises/undertakings towards the lender to do, or not to do something, or to procure that something is, or is not done by the third party within the TCTA's control. The scope and subject matter of the covenants depend on the circumstances, the nature of the loan facility and the legal status of TCTA.

Some loans may be in foreign currency, and any such specific covenants (should they differ from ZAR-based funding covenants) should also be catered for.

Most covenants can be classified in four broad categories:

- An undertaking/ promise to supply information
- negative pledge
- restriction on disposals
- the pari passu clauses

In most cases, TCTA will undertake that it will regularly provide specific financial and other information to the lenders; that it will not increase its debt to other lenders beyond certain specific limits; that it will not dispose of its major assets which ensures the revenue stream; that it will always comply with laws and regulations; that it will not change its business, etc.

Current process in TCTA

PF&T is tasked with monitoring covenants in a proactive manner so as to ensure compliance and thus avoid events of default or mandatory prepayments. The Compliance division, on the other hand, is tasked with confirming and reporting to EXCO and the Board on compliance during a previous term, which is reactive. Currently, CRMP registers in Word are used for both these obligations, and this is not suitable for TCTA's requirements to enhance internal controls.

Rationale for an automated system

The volume of loans has increased substantially as the projects are mega-projects with intricate funding portfolios. This increases the risk of non-compliance. One non-compliant item is enough to trigger repayment of loans depending on the type of term that TCTA did not comply with. TCTA needs a sophisticated and tried-and-tested solution to assist PF&T in this regard as it operates in the financial sector and requires the same safeguards as a bank in managing its compliance risks.

The legal and regulatory world also continues to expand, and covenants include confirmation that TCTA complies with "all laws and regulations." Without a proper automated system, it would be difficult to confirm such compliance, as it includes not only funding activities but everything else that applies to TCTA as a whole.

Events of default and Mandatory Prepayments Events

Non-compliance results in events of default or mandatory prepayments and could include cross-default to other loans in a project funding portfolio or all of the TCTA loans.

The concept of default refers to the failure to fulfil an obligation. It plays a central role in the documentation of loan agreements and generates significant legal events and remedies aiming to protect the innocent party. In our law, the occurrence of default, enables the lenders to sue in order to recover its losses. It may also entitle the lenders to terminate the funding facility. The funding agreement will contain express default/mandatory prepayment clauses that define the events that the lender is entitled to treat as default and the legal rights that the lender is entitled to exercise on the occurrence of the specified events.

Consequence of non-compliance

Invariably, in the event of default/mandatory prepayment, the lender will reserve the right to immediately demand repayment and cancel any obligation to advance further lending. If the funding agreement is secured, the lender will reserve the power to appoint an administrator who will be able to dispose of the assets/revenue stream to satisfy the lender's claim.

Depending on how the clauses are drafted, there is a long list of events of default that the lenders are entitled to regard as events of default, inter alia:

- non-payment of fees, expenses, interest or specified instalments
- breach of representations and warranties
- breach of covenants
- breach of the pari passu and negative pledge clauses.

The consequence of non-compliance is dire. It can result in an Event of Default (EoD) or Mandatory Prepayment in which case the fiscus would have to repay the entire outstanding balance under the funding agreement. Secondary is the cross-default triggers whereby all other lenders to the same project will demand their outstanding loan to be repaid under pari passu undertakings. This could also result in a cross-trigger to TCTA's other projects whereby all the lenders can demand repayment under their funding agreements should they consider that the risk profile of TCTA has changed as a result.

In the long term TCTA will not be able to secure funding for future projects at reasonable interest rates as the credit rating can be downgraded and the lenders' internal perception of TCTA's credit can lower, which will result in EoD or mandatory prepayment or increased interest cost to be borne by the water users (proverbial man in the street).

TCTA fiduciary duty

National Treasury and DWS expects TCTA to ensure that it will not trigger EoDs to manage risks to the fiscus. TCTA is therefore responsible to the Minister of Water and Sanitation and the Minister of Finance to protect the fiscus.

TCTA is a state-owned entity and the terms and conditions of the funding agreements are increasingly becoming more onerous as lenders are concerned about the ability of SOEs to meet their financial obligations. The turn-around time to provide information to lenders of potential EoDs are also shortening to 2-3 days to report to the lenders.

4. SCOPE OF WORK

4.1. DETAILED DESCRIPTION OF GOODS/SERVICES

TCTA requires a readily available but customizable software solution to implement compliance plans for TCTA's funding-related obligations. The compliance universe is encapsulated in the term "Transaction Documents", which includes "Finance Documents" and "Project Documents" as defined in the Loan Facility Agreements.

A solution that incorporates, among other requirements, checklists and standard operating procedures, will help TCTA monitor and track its compliance and reporting requirements as contained in Transaction Documents and ensure they are consistently met, thus avoiding potential events of default that may be detrimental to its business sustainability. Developing and using a well-structured software solution meet compliance and reporting requirements can help maintain the organisation's financial health, foster positive lender relationships, and deliver on its mandate.

The solution will also help increase reporting teams' accountability as it must have clear assignments and deadlines, and team members/responsible persons will know what is expected of them and when. The software must have tracking capabilities to provide an audit trail of actions taken, simplifying the demonstration of compliance with reporting requirements to the auditors and/or lenders.

Section 1 – Functional Requirements

The selected bidder will be responsible for providing a Compliance Monitoring Solution that meets the following requirements:

Nr	Functional Requirement Name	Functional Requirement Description
FR01 - Document Management and Access		
1.1	Document Repository	<ul style="list-style-type: none">• Create a secure, centralised repository for storing all Transaction Documents, including CRMPs, risk registers, original agreements, addenda, waivers, and correspondence.
		<ul style="list-style-type: none">• Create and assign logical file numbers for the centralised repository per project (if possible, following ISO standards).
		<ul style="list-style-type: none">• Capture all compliance requirements for every Transaction Document and other identified documents under every project.
		<ul style="list-style-type: none">• Create an identity number for each item with cross-reference to the action plans in the risk registers.
		<ul style="list-style-type: none">• Allow Project Finance Managers to ensure accurate capture of compliance requirements.
		<ul style="list-style-type: none">• Allow easy access, search, and retrieval of documents by keywords, project name, loan agreement ID, or other metadata or a combination of the above.

1.2	Transaction Document Management	<ul style="list-style-type: none">Support automatic extraction of compliance obligations from PDF-format or MS Word Transaction Documents.
		<ul style="list-style-type: none">Enable manual creation, completion, and editing of compliance records.
		<ul style="list-style-type: none">Store and print evidence of compliance with compliance requirements.
1.3	Version Control	<ul style="list-style-type: none">Track versions of all documents in the Document Repository under item 1.1 above with timestamps and editor information.
1.4	Access Control	<ul style="list-style-type: none">Implement role-based access control (RBAC) to ensure only authorized personnel can view, edit, or annotate specific documents.
FR02 - Data Extraction and Review		
2.1	Data Extraction	<ul style="list-style-type: none">Provide automated data extraction to identify and categorize compliance and reporting requirements (both affirmative and negative) within the Document Repository under item 1.1 above.
		<ul style="list-style-type: none">Organize extracted compliance and reporting requirements by project and time, ensuring that no compliance and reporting requirements are missed by analysing all relevant documents within the Document Repository under item 1.1 above.
2.2	Compliance and reporting requirements Categorization	<ul style="list-style-type: none">Classify compliance and reporting requirements as affirmative (e.g., insurance coverage maintenance) or negative (e.g., restrictions on debt acquisition).
		<ul style="list-style-type: none">Assign specific measurement periods (e.g., quarterly, annually) to each compliance and reporting requirement, as per the agreements.
FR03 - Checklist Creation and Maintenance		
3.1	Checklist Creation	<ul style="list-style-type: none">Develop a comprehensive, digital checklist that includes all identified compliance and reporting requirements, categorized by type (affirmative/negative) and measurement period.
		<ul style="list-style-type: none">Include fields to capture key details, such as compliance and reporting requirements description, applicable project, measurement frequency (e.g. quarterly, annually) and required actions in the documents and the risk registers.
3.2	Checklist Maintenance	<ul style="list-style-type: none">Allow for real-time updates to the checklist as agreements or compliance and reporting requirements are modified through addenda or new agreements.
FR04 - Compliance Tracking and Recording		

4.1	Compliance Record Details	<ul style="list-style-type: none"> Each compliance record must include the following fields: <ul style="list-style-type: none"> Document ID number Title of Transaction Document Project name Counterparty (e.g., project lender) Effective Date and Termination Date Responsible Project Finance Manager and Project Financier. Related Transaction Documents Description of compliance requirement with clause reference Status of compliance requirement (active, suspended, cancelled, waived) Consequences of non-compliance Remedy period in case of breach Procedures for handling Potential or Actual Event of Default Compliance calendar with due dates and compliance ID number Trigger events and reporting time Standard Operating Procedure (SOP) details, with steps, responsibilities, timelines, and evidence tracking. Alert time for each compliance and reporting requirement e.g. 3 months before a specific due date
4.2	Action Recording	<ul style="list-style-type: none"> Provide fields within the checklist to record compliance and reporting requirements-related actions and/or cross-references to risk registers (e.g., submission of financial statements, compliance certificates, other documents) taken by TCTA.
		<ul style="list-style-type: none"> Track key deliverables and document submissions to lenders and other stakeholders, including deadlines, responsible personnel, and statuses.
4.3	Compliance Status Tracking	<ul style="list-style-type: none"> Track the compliance status of each compliance and reporting requirement (e.g., compliant, non-compliant, pending) to monitor TCTA's adherence in real-time.
FR05 - Automated Alerts and Reminders		
5.1	Automated Alerts	<ul style="list-style-type: none"> Set up automated alerts triggered by specific events, such as approaching deadlines for financial reports or compliance and reporting requirements.

		<ul style="list-style-type: none"> Send alerts before compliance events to designated individuals (via email or messaging platforms) where compliance status is at risk, based on the set thresholds.
5.2	Automated Reminders	<ul style="list-style-type: none"> Enable automated reminders for approaching deadlines and due dates to the responsible team members to ensure timely compliance (via email or messaging platforms). Consolidate compliance events for each individual into a single email per project to prevent notification overload. Remind team members of compliance and reporting requirements on a schedule that minimizes last-minute activity and reduces the risk of compliance and reporting requirements breaches.
5.3	Escalation Mechanism	<ul style="list-style-type: none"> If action is not performed by the specified date, escalate notifications to relevant line managers up to the Executive Manager.
FR06 - Task Assignment and Monitoring		
6.1	Task Assignment	<ul style="list-style-type: none"> Assign tasks related to compliance and reporting requirements (e.g., preparing financial statements, submitting reports) to designated team members within the solution. Track each task's status, including due dates, person responsible, and task completion status.
6.2	Progress Monitoring	<ul style="list-style-type: none"> Provide a central interface to monitor task progress in real-time, ensuring all tasks related to compliance are on track.
FR07 - Scheduling and Reporting		
7.1	Financial Reporting Schedule	<ul style="list-style-type: none"> Set up a customizable schedule for financial reporting requirements, such as monthly, quarterly, and annual reporting.
7.2	Compliance Reporting	<ul style="list-style-type: none"> Generate compliance reports detailing compliance and reporting requirements statuses, actions taken, deadlines, and any breaches or delays for management review.
7.3	Customizable Reporting	<ul style="list-style-type: none"> Generate monthly, quarterly, and on-demand reports, including: <ul style="list-style-type: none"> Compliance performance during the previous reporting period. Upcoming compliance events calendar. Compliance risk indicators (e.g., overdue action steps). Status of SOP-defined action plans. Open/closed compliance actions. Matters escalated through the line up to the Executive Manager. Evidence of compliance.

FR08 - Dashboard and Centralized Overview		
8.1	Centralized Dashboard	<ul style="list-style-type: none">Create a centralized dashboard to display an overview of all compliance and reporting requirements, their compliance statuses, upcoming deadlines, and responsible personnel.
		<ul style="list-style-type: none">Use visual indicators (e.g., color-coding, icons) to quickly show which compliance and reporting requirements and/or reporting requirements are at risk, pending compliance actions, and completed tasks.
8.2	Real-Time Status Updates	<ul style="list-style-type: none">Provide real-time updates on compliance and reporting requirements statuses and task completions, allowing users to see an up-to-date compliance status overview.
FR09 - Deadline Management and Prompting		
9.1	Deadline Tracking	<ul style="list-style-type: none">Track and display deadlines for each deliverable, such as submission of financial statements or compliance certifications.
9.2	Deadline Prompts	<ul style="list-style-type: none">Prompt the person responsible for each deliverable with sufficient lead time before deadlines to minimize the risk of missed deadlines.
9.3	Prioritization of Requirements	<ul style="list-style-type: none">Allow compliance requirements to be prioritized according to customizable criteria (e.g. consequences of breach).
9.4	Compliance Events Calendar	<ul style="list-style-type: none">Maintain a compliance events calendar.
		<ul style="list-style-type: none">Produce upcoming compliance events over a defined horizon per project, counterparty, or Transaction Document.
FR10 - Audit Trail and Compliance History		
1	Audit Trail	<ul style="list-style-type: none">Maintain detailed audit trails of all actions within the solution, including document views, updates, task assignments, and compliance status changes.
		<ul style="list-style-type: none">Record user actions with timestamps, allowing for full traceability and accountability.
2	Compliance History	<ul style="list-style-type: none">Archive historical compliance records for each compliance and reporting requirement, providing a clear view of TCTA's compliance performance over time.

Section 2 – Technical Requirements and Solution Architecture

The selected bidder will be responsible for providing a Compliance Monitoring Solution that has:

- Compatibility with TCTA systems: Microsoft Windows Server environment.

- API/Integration capabilities to FTI Star (Treasury Management System) and Sage 300 (Financial Management System).
- Scalability and configuration options: increase or reduce the number of users, the number of compliance and reporting requirements, etc.

The successful bidder will be required to provide the following information during project implementation:

- Solution architecture diagrams of the solution
- Components and supporting technologies
- Security measures and data protection
- Hosting arrangements
- Backup and disaster recovery capabilities
- Database type
- Operating System requirements

Section 3 – Training Approach

The selected bidder must be able to provide:

- Provide comprehensive training to TCTA staff on the use of the software solution. The approach should combine hands-on workshops, guided user sessions, and role-based training.
- Training manuals and documentation to recipients of the training.
- Initial and ongoing training to the staff as and when needed.

Section 4 – Support and Maintenance

The selected bidder must be able to provide:

- TCTA a user manual to support TCTA in the use of the software solution.
- Technical and functional support for the use of the software solution during standard business hours (08:00 – 16:30 South African time) through multiple channels, including telephonic, email, remote, on-site, etc.
- A monthly incident report on support submitted to TCTA detailing issues logged and resolutions.
- Regular software updates, patches and maintenance of the solution and/or release of a new version of the software during the contract period.

4.2. COMPANY EXPERIENCE REQUIRED

Interested bidders must meet the following criteria:

The Bidder must have at least three (3) successfully implemented projects in providing a Compliance Monitoring Solution, maintenance and support as evidenced by the reference letters. The Bidder must provide reference letters signed by their clients, which contain the client's contact details (name, telephone & email), the scope of the projects, and the duration of the projects.

4.3. CONTRACT DURATION

The contract duration is for a period of 60 months.

4.4. DELIVERABLES

1. **10 user licences** – These licenses should be scalable for business use.
2. **Implementation Approach** - Bidders must provide a detailed description of their approach to implementing the project, covering at a minimum the following:
3. **Implementation Methodology Document** – outlining approach, governance, roles and responsibilities.
4. **High-Level Project Plan** – with timelines, milestones, dependencies, and deliverables.
5. Provision of a **monthly incident report** for support and maintenance.

5. STAGE 1: RETURNABLES

ALL RETURNABLES ARE REQUIRED FOR PURPOSES OF EVALUATION IRRESPECTIVE OF WHETHER THEY ARE DESIGNATED MANDATORY OR NOT.

Table 1: Returnable Documents

No.	Document Type	Description	Status	Submitted Yes/No	Indicate page No
1.	Functionality Evaluation	COMPANY EXPERIENCE The Bidder must provide reference letters signed by their clients. Alternatively, Bidders may complete and sign Annexure A: Bidders Experience .	Mandatory		
2.		COMPLIANCE MONITORING SOLUTION FUNCTIONAL REQUIREMENTS	Mandatory		

No.	Document Type	Description	Status	Submitted Yes/No	Indicate page No
		The Bidder must complete and submit Annexure B: COMPLIANCE MONITORING SOLUTION REQUIREMENT MATRIX .			
3.	Administrative	Standard National Treasury Bidding Documents (SBD): <ul style="list-style-type: none"> SBD1 SBD 4 SBD 6.1 	Non-Mandatory		
4.	Administrative	Proof of registration on the National Treasury Central Supplier Database (CSD)	Non-Mandatory		
5.	Evaluation	<p>A valid BBBEE Certificate issued by SANAS accredited agency.</p> <p>In the instance of an EME or QSE in which case they must submit a commissioned affidavit which meets the minimum requirements set out on Annexure G. Sworn Affidavits which do not meet the minimum requirements set out in Annexure G will not be awarded points.</p> <p>Bidders must complete the Sworn Affidavit which is applicable to their company.</p> <p>QSEs that do not meet level 1 or 51% black ownership thresholds are obliged to show compliance with all five of the categories on the BEE scorecard therefore, a B-BBEE certificates must be obtained from verification agencies accredited by SANAS.</p> <p>Or in case of Joint Ventures:</p> <p>Consolidated BBBEE certificate issued by verification Agency approved by SANAS.</p>	Non-Mandatory		
6.	Evaluation	Comprehensive financial proposal in line with the Pricing Template provided by TCTA as Pricing Schedule Annexure C .	Mandatory		

Any bidder who fails to submit a mandatory document will be disqualified at this stage and not evaluated further.

Any bidder who fails to submit a non-mandatory document where that document is linked to specific evaluation criteria will not be awarded points.

6. STAGE 2: FUNCTIONALITY

TCTA will evaluate the submissions for functional capacity and capability, in terms of the criteria set out in Table 2 below. **Table 2: Functional Evaluation Criteria**

TECHNICAL EVALUATION			
FUNCTIONAL CRITERIA		MIN POINTS	MAX POINTS
1 COMPANY TRACK RECORD			
Company Track Record and Experience	<p>The Bidder must have at least three (3) successfully completed or successfully implemented projects in providing a Compliance Monitoring solution, as evidenced by the reference letters.</p> <p>The Bidder must provide reference letters signed by their clients, which contain the client's contact details (name, telephone and/or email), the scope of the projects, and the duration of the projects (start date and end Date). Alternatively, Bidders may complete and sign Annexure A: Bidders experience.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • 0-2 references provided where a Compliance Monitoring solution was successfully provided = 0 Points • 3 references provided where a Compliance Monitoring solution was successfully provided = 20 Points • 4+ references provided where a Compliance Monitoring solution was successfully provided = 30 Points <p>Bidders are to ensure that their references are contactable; should any of the references be uncontactable, bidders will be scored zero (0) in respect of that reference.</p> <p>Furthermore, any incomplete or partially completed Annexure A will not be allocated points.</p> <p>TCTA reserves the right to contact the bidders' clients to verify the information submitted.</p>	20	30
	<p>1. COMPLIANCE MONITORING SOLUTION FUNCTIONAL REQUIREMENTS (45 points)</p> <p>The Bidder must complete Annexure B: compliance monitoring solution requirement matrix and indicate which of the requirements the solution addresses by marking "Yes" or "No" in the column.</p> <p>Bidders are required to identify any functional requirements not currently met "out of the box" and must indicate whether these gaps can be addressed through customisation or configuration.</p> <p>For each shortfall, the Bidder must clearly state "Customisation Required" or similar in the Annexure B matrix next to the relevant item.</p>	35	45

TECHNICAL EVALUATION			
FUNCTIONAL CRITERIA		MIN POINTS	MAX POINTS
	<p>The Compliance Monitoring solution must adhere to the following core features required by TCTA = 45 Points</p> <ol style="list-style-type: none"> 1. The Bidder's solution meets all requirements as detailed in Annexure B without customisation = 45 points 2. The Bidder's solution meets 75% -99% of the requirements with a maximum of 25% of customisation = 35 points 3. The bidder's solution covers less than 75% of the requirements = 0 points 		
	TOTAL	55	75
	Any Bidder not meeting the minimum requirements of 55 points out of 75 points in stage two of the evaluation will be disqualified and will not progress to the demonstration stage (STAGE THREE).		

7. STAGE 3: COMPLIANCE MONITORING SOLUTION DEMONSTRATION

<p>COMPLIANCE MONITORING SOLUTION DEMONSTRATION (10 points)</p> <p>Bidders who met the minimum requirements of 55 points out of 75 points will be required to demonstrate their solution in their environment. The purpose of the demonstration is for the bidder to showcase that the out-of-the-box functionality works according to (Annexure B). As part of the evaluation process, bidders must demonstrate compliance across ten core functionality features outlined in detail in form B. Each functionality area will be assessed independently.</p> <p>Scoring Methodology</p> <p>A score of 1 point will be awarded for each core functionality feature where full compliance is demonstrated on each core functionality features as listed below: .</p> <p>The Compliance Monitoring solution must adhere to the following core functionality features required by TCTA:</p> <ul style="list-style-type: none"> ○ FR01 - Document Management & Access ○ FR02 - Automated Data Extraction & Review ○ FR03 - Checklist Creation & Updating ○ FR04 - Compliance Tracking and Recording ○ FR05 - Alerts, Reminders & Escalation ○ FR06 - Task Assignment and Monitoring ○ FR07 - Scheduling and Reporting ○ FR08 - Dashboard and Centralised Overview ○ FR09 - Deadline Management and Prompting ○ FR10 - Audit Trail and Compliance History <p>Any Bidder not meeting the requirements of 10 points in this section of the evaluation will be disqualified.</p>	10
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TOTAL:	10
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8. STAGE 4: SPECIFIC GOALS

The specific goals for this bid are as follows:

8.1 PROMOTION OF HISTORICALLY DISADVANTAGED INDIVIDUALS/ENTITIES

The table below will be used to calculate the score out of 20 for preference points.

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 8.1.1. A joint venture or consortium must submit a consolidated B-BBEE certificate in order to earn B-BBEE points.
- 8.1.2. All B-BBEE certificates must be obtained from verification agencies accredited by SANAS unless the bidder is an EME or QSE in which case they must submit a validly commissioned affidavit.

9. STAGE 5: PRICE EVALUATION

TCTA will evaluate the bids in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).

- 9.1. If the price offered by the highest scoring bidder is not market related, TCTA reserves the right not to award to that bidder.
- 9.2. Price must be reflected Excluding and Including VAT.
- 9.3. All prices must include all costs applicable.
- 9.4. Prices must be firm and unconditional.
- 9.5. **Preferential Points Calculation**
 - 9.5.1. The following formula must be used to calculate the points out of 80 for price in bids with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

Ps = Points scored for price of bid under consideration;

Pt = Price of bid under consideration; and

Pmin = Price of lowest acceptable bid.

9.5.2. The 80/20 preference point system may apply and that the lowest acceptable tender will be used to determine the applicable preference point system

9.5.3. The weighting of the Preferential points calculation is as follows:

Specific Goals	=	20
Price	=	80
Total Points	=	100

10. STAGE 6: SUPPLIER VETTING

TCTA may disqualify a bidder who/whose:

- 10.1. Submits fraudulent information or information that they do not have the authority to submit;
- 10.2. Is listed on National Treasury's list of Blacklisted Suppliers or Defaulters or similar;
- 10.3. Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;
- 10.4. Has a director and/or shareholder who is employed by any organ of state. This does not apply to any organ of state acting as a bidder. If a bidder has a director and/or shareholder who is employed by an organ of state, they must submit a letter from the relevant organ of state, signed by the executive authority, stating that they are allowed to do remunerative work outside of their employment contract and that they are not prohibited from doing business with other organs of state; and
- 10.5. Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period.

11. CONDITIONS OF BID

Any bid submission that does not meet the conditions of bid may be rejected and not evaluated at all. Such a bid submission will not be acceptable.

11.1 COSTS OF BIDDING

- 11.1.1. Bidders shall bear their own costs, disbursements and expenses associated with the preparation and submission of the Bid Submissions, including submission of any additional information requested by TCTA or attending the compulsory briefing session.

- 11.1.2. TCTA shall not under any circumstances be liable nor assume liability to any Bidder for costs, disbursements and/or expenses incurred by Bidders regardless of the outcome of the Bid process or by virtue of cancellation and/or postponement of the Bid process. Where applicable a non-refundable fee for documents may be charged.

11.2 CLARIFICATIONS

- 11.2.1. All questions or queries regarding the Request for Bid must be directed to the person stated on the front page of this document, stating the relevant Bid number in the subject field, at least five business days before the stipulated closing date and time of the Request for Bid. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.
- 11.2.2. TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.
- 11.2.3. Should a Bidder fail to complete the annexures TCTA may call upon the Bidder to complete and submit such annexures except where such annexures are indicated as mandatory or are required for purposes of functional and preferential points evaluation. TCTA reserves the right to request clarity and to clarify any ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested documents and / or annexures duly completed within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder.

11.3 AMENDMENTS

- 11.3.1. TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 10 (ten) business days prior to the stipulated closing date and time.
- 11.3.2. Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 11.3.3. TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.
- 11.3.4. TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 11.3.5. TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.

- 11.3.6. In the event that TCTA amends its Bid requirements or requests additional information, any Bidder shall be entitled to withdraw its Bid Submission submitted by it prior to the stipulated closing date and time and re-submit a replacement Bid Submission by not later than the stipulated closing date and time.

11.4 MODIFICATION, ALTERATION OR SUBSTITUTION AND/OR WITHDRAWAL OF A BID SUBMISSION

- 11.4.1. Any Bidder shall be entitled to withdraw or modify its Bid Submission at any time prior to the stipulated closing date and time.
- 11.4.2. Any amendment or alteration to the Bid documents must be received before the closing date and time of the Bid as stipulated in the Special conditions of Bid. The words "Amendment to Bid" and the description of the Bid must be clearly reflected on the envelope containing the documents or courier packaging.
- 11.4.3. No modification, alteration or substitution of Bid Submissions will be permitted after the stipulated closing date and time.
- 11.4.4. TCTA reserves the right to request Bids for clarification needed to evaluate their Bids, however, such request for clarification shall not allow or entitle Bidders to change the substance or price of their Bids after Bid opening. Any request for clarification and the Bidder's responses will be made in writing.

11.5 VALIDITY PERIOD

- 11.5.1. All Bid Submissions must remain valid from the stipulated closing date and time of the Request for Bid for the period stated in this Bid. Each Bid Submission will constitute an irrevocable offer which remains open for acceptance by TCTA during the validity period.
- 11.5.2. If TCTA issues a request to extend the validity period, failure to respond to such a request shall be deemed to be an approval to extend the bid validity period on the same terms and conditions as per your original bid submission.
- 11.5.3. If a bidder rejects the extension of validity period with no further comments. The bidder's rejection shall be accepted as a withdrawal from the bid process.
- 11.5.4. If a bidder rejects the extension of the validity period and requests an adjustment to their bid price. Such adjustment must be in line with the Consumer Price Index applicable at the time of request for extension and/or a recognised industry pricing guide. Adjustments outside of these parameters or for any other reason will not be acceptable and the bidders original bid price shall be deemed to be applicable for the extended validity period.

11.6 DISCLAIMER – PROTECTION OF PERSONAL INFORMATION ACT

- 11.6.1. By participating in this bid process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.
- 11.6.2. You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.
- 11.6.3. Further by partaking in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.
- 11.6.4. TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer “personal information” shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 (“PAIA”) and the Protection of Personal Information Act, Act 4 of 2013 (“POPI”).
- 11.6.5. As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.
- 11.6.6. We may collect the following information about you:
 - 11.6.6.1. Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
 - 11.6.6.2. Information about your beneficial owner if we are required to do so in terms of POPIA.
 - 11.6.6.3. Records of correspondence or enquiries from you or anyone acting on your behalf.
 - 11.6.6.4. Details of transactions you carry out with us.
 - 11.6.6.5. Details of contracts you carry out with us; and
 - 11.6.6.6. Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.
- 11.6.7. If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.
- 11.6.8. **Why we collect Personal Information**
- 11.6.9. **Employee and Contractor Information**
 - 11.6.9.1. To Remunerate the person.

- 11.6.9.2. To comply with laws authorising or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.
- 11.6.9.3. To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
- 11.6.9.4. To conduct criminal, credit, employment reference and other related reference checks.
- 11.6.9.5. To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.

11.6.10. Client Information

- 11.6.10.1. To render client related services and administration of client accounts.
- 11.6.10.2. To conduct criminal, credit, reference, and other related reference checks.
- 11.6.10.3. To authenticate the client.
- 11.6.10.4. To provide the client with information which TCTA believes may be of interest to the client, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

11.6.11. Supplier and Third-Party Contractor/Service Provider Information

- 11.6.11.1. To secure the products and services of the supplier/service provider or contractor as part of TCTA's product and service offering.
- 11.6.11.2. To manage the TCTA supply chain and relationship with the supplier and/or contractor for any purposes required by law by virtue of the relationship between the supplier and TCTA.
- 11.6.11.3. To render services relating to the administration of supplier supplier/service provider or contractor accounts.
- 11.6.11.4. To provide the supplier/service provider or contractor with information which TCTA believes may be of interest, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

11.6.12. Sources of Personal Information

- 11.6.12.1. Personal information may be collected from the following sources:
- 11.6.12.2. Directly from the person when he/she applies for any TCTA related employment, provide services to TCTA, submit forms requests or transactions, use our websites, or make use of any of the TCTA services.
- 11.6.12.3. From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.
- 11.6.12.4. From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

11.6.13. The Storage of Personal Information

- 11.6.13.1. All personal information collected by TCTA will be stored as follows:
- 11.6.13.2. In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality.
- 11.6.13.3. For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:
- 11.6.13.4. Required by law or contractual obligation.
- 11.6.13.5. Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.
- 11.6.13.6. Retained further with the person's consent:
- 11.6.13.7. After which the information will be de-identified and disposed of as per the TCTA Records policy.

11.6.14. Sharing of Personal Information

- 11.6.14.1. Any information supplied to TCTA will be treated as confidential and TCTA will not disclose information unless legally permitted thereto. No information will be transferred to a Third Party without the explicit consent of the data subject unless legally obliged thereto. By providing the personal information, the data subject agrees that TCTA may transfer the information to the following people and organisations in pursuit of the data processing purposes set out in our Policy on the Protection of Personal Information.
- 11.6.14.2. To the divisions and departments in TCTA, including directors, employees, contractors, agents, auditors, legal and other professional advisors who are authorised to process this information.

- 11.6.14.3. To financial and government organisations who may request information from TCTA, in which case the data subject will be notified in advance; the provision of such information, including banks, governmental, judicial, regulatory and law enforcement bodies including the South African Revenue services and the National Credit Regulator.
- 11.6.14.4. To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.
- 11.6.14.5. To any person to whom TCTA cede, delegate, transfer or assign any of our rights or obligations pertaining to products and/or services provided to the person or contracts concluded with the person.
- 11.6.14.6. To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.
- 11.6.14.7. To any person or persons who may be permitted by applicable law or that you may consent to, including persons or entities who may request such information to evaluate the credit worthiness of the person.

11.6.15. Your Rights regarding your Personal Information

- 11.6.15.1. A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:
- 11.6.15.2. Right of access to and the right to rectify or update the personal information collected.
- 11.6.15.3. The right to object at any time to the processing of the personal information in which event the consequences of the objection will be explained to the data subject.
- 11.6.15.4. The right to request TCTA to no longer process the personal information of the data subject should the information not be required for further processing or by law.

11.6.16. General Conditions pertaining to Personal Information

- 11.6.16.1. TCTA accepts no liability whatsoever for any loss, damage (whether direct, indirect, special, or consequential) and/or expenses of any nature whatsoever which may arise because of, or which may be attributable directly or indirectly from information made available on this document, or actions or transaction resulting there from.

11.7 CONFLICTS OF INTEREST

- 11.7.1. Bidders are required to provide professional, objective, and impartial advice/services and at all times and to hold the client's interest's paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.
- 11.7.2. Bidders may not be appointed for any bid that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the scope of work in the best interest of TCTA. The bidder's appointment will be in the sole discretion of TCTA having considered the bidders connection to their earlier obligations to TCTA and shall be considered by Supply Chain Management on a case by case basis.
- 11.7.3. Without limitation on the generality of this rule, bidders should not be participating in the bid process and/or be appointed where the bidder:
 - 11.7.3.1. has been engaged by the accounting officer/authority to provide goods or works for a project and any of its affiliates, should be disqualified from providing consulting services for the same project.
 - 11.7.3.2. Has been appointed to provide consulting services for the preparation or implementation of a project and any of its affiliates, should be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services as described below) for the same project, unless the various firms (consultants, contractors, or suppliers) are performing the contractor's obligations under a turnkey or design-and-build contract;
 - 11.7.3.3. Bidders or any of their affiliates should not be hired for any assignment which, by its nature, may be in conflict with another assignment of that entity. As an example, bidders may be appointed to prepare an engineering design for an infrastructure project should not be engaged to prepare an independent environmental assessment for the same project, and bidders assisting a client in the privatization of public assets should not purchase, nor advise purchasers of such assets.
- 11.7.4. The limitation of participation shall not apply to bidders who are organs of state.

11.8 RIGHT NOT TO AWARD

TCTA reserves the right, at its sole discretion, not to award to any of the Bidders or to cancel a Bid as per below:

- 11.8.1. Due to changed circumstances; there is no longer a need for the goods, or the services specified in the invitation;
- 11.8.2. Funds are no longer available to cover the total envisaged expenditure;

- 11.8.3. No acceptable Bid is received; or
- 11.8.4. There are material irregularities in the Bid process.

11.9 SUBCONTRACTING AFTER AWARD

The successful bidder:

- 11.9.1. May only subcontract with the prior written approval from the Contract Manager appointed by TCTA.
- 11.9.2. May only sub-contract less than 25% of the contract to a third party that has a B-BBEE status level that is more or equal to that of the successful bidder unless the third party is an EME capable of executing the contract.

11.10 NOTIFICATION OF UNSUCCESSFUL BIDDERS

If no correspondence or communication is received from TCTA within the validity period, the relevant Bid Submissions submitted will be deemed to be unsuccessful.

11.11 PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES

- 11.11.1. No Bidders shall directly or indirectly commit, or attempt to commit, for the benefit of the Bidder or any other person, any of the following:
- 11.11.2. Influencing, or attempting to influence, any TCTA's employees or agents in respect of the award of a Bid or the outcome of the Bid process in relation to any contract for the provision of goods or services; and/or
- 11.11.3. Offering, or giving gratification to, and/or inducing, or attempting to induce, as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended from time to time, any of TCTA's employees or agents, in favour of or for the benefit of the Bidder and/or any other party; and/or
- 11.11.4. Bribing, or attempting to bribe, any TCTA's employees or agents in order to influence the outcome of a Bid process in favour of or for the benefit of the Bidder and/or any other party.

11.12 FRONTING

- 11.12.1. The TCTA supports the spirit of Broad-Based Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background TCTA condemns any form of fronting.

- 11.12.2. TCTA, in ensuring that Bidders conduct themselves in an honest manner may, as part of the bid evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/ investigation, the onus will be on the Bidder to prove that fronting does not exist.
- 11.12.3. Failure to do so within a period of 14 days from the date of notification may invalidate the Bid/contract and may also result in the restriction of the Bidder, by National Treasury, to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder concerned.

11.13 JOINT VENTURE OR CONSORTIUM

- 11.13.1. TCTA encourages the formation of a joint venture or consortium as a condition for the award of a contract, in order to promote the participation of Black Owned Enterprises. In this case, the TCTA has both a moral obligation and a vested interest in ensuring that both the Black Owned Enterprises and its established joint venture or consortium partner are treated reasonably and equitably in terms of a sound, written agreement.
- 11.13.2. The members of a joint venture or consortium formed in response to transformation policies should share in at least the following aspects of the joint venture or consortium's activities in a meaningful and equitable manner:
- 11.13.2.1. Control
 - 11.13.2.2. Management
 - 11.13.2.3. Operations
- 11.13.3. **The joint venture or consortium agreement:**
- 11.13.3.1. Must clearly and comprehensively set out the contributions to be made by each member towards the activities of the joint venture or consortium in securing and executing the contract and should allocate monetary values to such contributions.
 - 11.13.3.2. Must record the percentage participation by each member.
 - 11.13.3.3. Must provide for meaningful input by all members to the policy making and management activities of the joint venture or consortium;
 - 11.13.3.4. Must provide for the establishment of a management body for the joint venture or consortium;
 - 11.13.3.5. Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;

- 11.13.3.6. Must promote consensus between the members whilst ensuring that the activities of the joint venture or consortium will not be unduly hindered by failure to achieve it;
- 11.13.3.7. Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and
- 11.13.3.8. Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc;
- 11.13.3.9. Must submit on annual basis consolidated BBBEE scorecard for the Joint Venture failure which TCTA will implement contractual remedies.

11.13.4. Right to review the joint venture or consortium agreement

TCTA reserves the right to review the joint venture or consortium agreement between the parties to ensure that the minimum conditions set out above are adhered to and that the Black Owned Enterprise partner is not disadvantaged by conditions of the resultant agreement.

11.13.5. Amendment of the joint venture or consortium agreement

The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Employer.

12. CONDITIONS OF CONTRACT

- 12.1. Once the successful bidder is issued with a Letter of Award, a pre-liminary contract will be deemed to have been concluded between TCTA and the successful Bidder, which contract will include the following documents:
- 12.2. The contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA;
 - 12.2.1. The relevant Bid Submissions;
 - 12.2.2. The letter of acceptance to the successful Bidder/s; and
 - 12.2.3. Any correspondence between TCTA and the relevant Bidder/s including all additional documents submitted by the relevant Bidder/s and accepted by TCTA for clarification purposes; and
 - 12.2.4. The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Bidder/s.
- 12.3. The Bidder will be deemed to have accepted the terms and conditions of an agreement and/or terms of reference attached to and issued with this Request for Bid. The terms and conditions of the attached agreement are non-negotiable.

- 12.4. In the event that TCTA and the relevant Bidder are unable to reach consensus on the terms and/or conditions of the final written agreement, then TCTA reserves the right to cancel the award of the Bid, without liability of any nature, and to conclude an agreement with any other Bidder as may be necessary to meet TCTA's requirements.
- 12.5. **Variations and Contract Price Adjustments**
- 12.5.1. No variations to the contract price or contract price adjustments will be accepted within 6 months from the date of award, unless otherwise stipulated in the Letter of Award.
- 12.5.2. Notwithstanding the above, the increases to the contract value in terms of contract price adjustments (CPA), if expressly included as a condition in the Contract, shall be dealt with as follows:
- 12.6. If the original award/contract made provision for the increase:
- 12.6.1. The Contract Manager must prepare a notice of increase based on CPA to the service provider,
- 12.6.2. Once the Contract Manager and the Procurement Specialist have signed the letter, the Procurement Specialist must issue the notice to the supplier;
- 12.6.3. Such a letter must be sent at least 2 weeks prior to the effective date of the increase;
- 12.7. If the original award/legal agreement did not make provision for the increase:
- 12.7.1. The supplier must request the CPA increase in writing quoting the relevant contract name and PO Number and send the request to the Contract Manager;
- 12.7.2. The Contract Manager must prepare a requisition for the variation to the relevant Procurement Specialist;
- 12.7.3. The Procurement Specialist must together with the Contract Manager prepare a submission for variation of the contract;
- 12.7.4. The relevant authority must approve the submission and once done; the Procurement Specialist must request an addendum to the contract from the Legal Department;
- 12.7.5. Once an addendum has been prepared, the Contract Manager must ensure that both parties sign the addendum;
- 12.7.6. The original addendum must be provided to the Procurement Specialist for safekeeping and a copy can be emailed to the supplier notifying them of the increase.
- 12.7.7. The Procurement Specialist must notify the Procurement Administrator to adjust the contract register accordingly within 48 hours of receiving the signed addendum.

12.8. Performance Management

- 12.8.1. This contract shall be subject to performance management in line with TCTA's Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder's blacklisting within TCTA or other organs of state.

12.9. Communication

The successful bidder must forward all communication in respect to this contract to the Contract Manager stipulated in the Letter to Award.

12.10. Supplier Code of Conduct

- 12.10.1. All suppliers and their representatives shall conduct their business activities in full compliance with the applicable laws and regulations of the Republic of South Africa while conducting business with and/or on behalf of the TCTA. In addition to any specific obligations under the supplier's agreement with TCTA, all suppliers shall, without limitation:

12.10.1.1. Comply with the anti-corruption laws of the Republic of South Africa and any other country in which it does business, including the Prevention and Combating of Corrupt Activities Act.

12.10.1.2. Conduct business in full compliance with antitrust and fair competition laws within the Republic of South Africa.

12.10.1.3. Comply with all applicable environmental laws and regulations regarding hazardous materials, air emissions, waste and wastewater discharges, including the manufacture, transportation, storage, disposal and release to the environment of such materials.

12.10.1.4. Be honest, direct and truthful in discussions with regulatory agency representatives and government officials.

- 12.10.2. Suppliers and their representatives shall conduct their business interactions and activities with integrity and in accordance with their obligations under their specific agreements. In addition to those obligations, all our suppliers shall, without limitation:

12.10.2.1. Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy.

12.10.2.2. Create, retain and dispose of business records in full compliance with all applicable legal and regulatory requirements.

12.10.2.3. Protect and responsibly use both the physical and intellectual assets of TCTA, including its property, data and equipment when authorised to use such assets.

- 12.10.2.4. Use TCTA provided information technology and systems (including email) only for authorised business-related purposes. TCTA strictly prohibits suppliers and their representatives from using Company-provided technology and systems to create, access, store, print, solicit or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate and/or send any false, derogatory or malicious communications.
- 12.10.2.5. using provided information assets and systems.
- 12.10.2.6. Comply with the intellectual property ownership rights of TCTA and others including but not limited to copyrights, patents, trademarks, and trade secrets. Use software, hardware, and content only in accordance with their associated license or terms of use.
- 12.10.2.7. Speak to the press on TCTA's behalf only if supplier and/or representative is expressly authorised in writing to do so by TCTA.
- 12.10.3. TCTA expects its suppliers to share its commitment to human rights and equal opportunity in the workplace. TCTA suppliers shall conduct their employment practices in full compliance with all applicable laws and regulations, and shall, without limitation:
 - 12.10.3.1. Cooperate with TCTA's commitment to a workforce free of harassment and unlawful discrimination. We believe that supplier companies should not engage in discrimination in hiring, compensation, access to training, promotion, termination, or retirement based on religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other category protected by applicable law.
 - 12.10.3.2. Comply in all respects with the Employment equity act, in line with TCTA's commitment to redress the racial makeup of the South African economy,
 - 12.10.3.3. Provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations, and practices. Adequate steps shall be taken to minimize the causes of hazards inherent in the working environment. While on TCTA property, suppliers shall comply with all rules and regulations concerning the operation of the property and the interaction with other individuals with access to the property, whether TCTA, its clients, or other suppliers, employees, or guests.
 - 12.10.3.4. Prohibit the use, possession, distribution, and sale of illegal drugs while on TCTA owned, leased or managed property.
 - 12.10.3.5. Use only voluntary labour. The use of forced labour whether in the form of indentured labour, bonded labour, or prison labour by a Company supplier or its subcontractors is prohibited.

- 12.10.3.6. Workers should not be required to lodge “deposits” or their identity papers with their employer and are free to leave their employer after reasonable notice without penalty.
- 12.10.3.7. Comply with all local minimum working age laws and requirements and not utilize child Employees shall not be under the legal minimum working age of the respective region or shall not be less than 16 years of age (whichever is higher). We only support the development of legitimate workplace apprenticeship programs for the educational benefit of younger people and will not do business with those who abuse such systems.
- 12.10.3.8. Not engage in physical discipline or abuse. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is prohibited.
- 12.10.3.9. Pay living wages under humane conditions. All workers shall be provided with clear, written information about their employment conditions with respect to wages before they enter employment and as needed throughout their term of employment. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards.
- 12.10.3.10. Not require workers to work more than the maximum hours of daily labour set by the Department of Labour; ensure that overtime is paid in accordance with applicable laws and
- 12.10.3.11. Keep employee records in accordance with acts and prescripts issued by the Department of Labour.
- 12.10.4. TCTA expects its suppliers to share the same social responsibility of growing business in a sustainable fashion. At TCTA, we believe that environmental stewardship and local business development are of utmost importance, and we constantly seek new ways to fulfil our responsibilities to the environment.
- 12.10.5. Adopt an environmentally friendly policy and share our commitment to sustainability. Comply with all applicable environmental laws and regulations.
- 12.10.6. TCTA expects its suppliers to share its commitment to Broad Based Black Economic Empowerment and supplier diversity. TCTA suppliers shall implement supplier diversity programs that meet the requirements of the Broad Based Black Economic Empowerment Codes of Good Conduct. At all times the supplier undertakes to ensure that they are in possession of a valid BBBEE certificate.

12.10.7. TCTA will not tolerate any retribution or retaliation taken against any individual who has in good faith sought out advice or has reported questionable behaviour or a possible violation.

12.11. Payment Process

12.11.1. Monthly invoicing and payment of fees and disbursements will take place based on the actual services rendered, and payment of invoices shall be affected within 30 days from date of receipt.

12.11.2. Invoices must be submitted with supporting documents, where requested. No invoice shall be accepted for goods/services that are not received unless otherwise stipulated in the contract between the parties.

12.11.3. TCTA Reserves the right to request the following information prior to making payment:

12.11.3.1. A VAT registration certificate, if the successful Bidder is a VAT vendor;

12.11.3.2. An invoice without deduction of PAYE and/or SITE, if the successful Bidder is not registered for VAT; or

12.11.3.3. A statement of account detailing cumulative costs claimed from contract inception against the contract amount.

12.11.4. All invoices shall contain a Purchase Order number as a reference, TCTA and successful Bidder's VAT number, if registered for VAT, successful Bidder's name, date of invoice, amount due, services rendered, due date, and any other relevant details. TCTA's VAT number is 4360104923.

12.11.5. Payment will only be made against original invoices which complies with the requirements of the VAT Act. Failure to remit fully compliant invoice will result in late payment, without forfeiture of any settlement discounts that may be due to TCTA.

ANNEXURE A: TEMPLATE FOR BIDDERS' EXPERIENCE

Instruction To bidders

- a) Bidders who choose to complete this form must ensure that the information is correct and complete. No points will be allocated for an incomplete or partially completed form.
- b) Should a bidder submit both the reference letter and fill out the form below, the information must be the same.

Bidders' Track Record in providing a Compliance Monitoring Solution

The Bidder must have at least three (3) successfully completed or successfully implemented projects in providing a Compliance Monitoring solution.

#	Client Name	Description of Services provided	Start date	End date	Contact person	Contact number	Email	Project status (completed/in progress)
1								
2								
3								
4								
5								
6								
7								

ANNEXURE B: COMPLIANCE MONITORING SOLUTION REQUIREMENT MATRIX

Nr	Functional Requirement Name	Functional Requirement Description	"YES" if Out-of-the-Box	"NO" if Not Available	Customization Required? (Yes/No)	Short Explanation for Customization (If Required)
FR01 - Document Management and Access						
1.1	Document Repository	<ul style="list-style-type: none"> Create a secure, centralized repository for storing all Transaction Documents, including CRMPs, risk registers, original agreements, addenda, waivers, and correspondence, etc. 				
		<ul style="list-style-type: none"> Create and assign logical file numbers for the centralized repository per project (if possible following ISO standards). 				
		<ul style="list-style-type: none"> Capture all compliance requirements for every Transaction Document and other identified documents under every project. 				
		<ul style="list-style-type: none"> Create an identity number for each item with cross-reference to the action plans in the risk registers. 				
		<ul style="list-style-type: none"> Allow Project Finance Managers to ensure accurate capture of compliance requirements. 				
		<ul style="list-style-type: none"> Allow easy access, search, and retrieval of documents by keywords, project name, loan agreement ID, or other metadata or a combination of the above. 				
1.2	Transaction Document Management	<ul style="list-style-type: none"> Support automatic extraction of compliance obligations from PDF-format or MS Word Transaction Documents. 				

Nr	Functional Requirement Name	Functional Requirement Description	"YES" if Out-of-the-Box	"NO" if Not Available	Customization Required? (Yes/No)	Short Explanation for Customization (If Required)
		<ul style="list-style-type: none"> Enable manual creation, completion, and editing of compliance records. 				
		<ul style="list-style-type: none"> Store and print evidence of compliance with compliance requirements. 				
1.3	Version Control	<ul style="list-style-type: none"> Track versions of all documents in the Document Repository under item 1.1 above with timestamps and editor information. 				
1.4	Access Control	<ul style="list-style-type: none"> Implement role-based access control (RBAC) to ensure only authorized personnel can view, edit, or annotate specific documents. 				
FR02 - Data Extraction and Review						
2.1	Data Extraction	<ul style="list-style-type: none"> Provide automated data extraction to identify and categorize compliance and reporting requirements (both affirmative and negative) within the Document Repository under item 1.1 above. 				
		<ul style="list-style-type: none"> Organize extracted compliance and reporting requirements by project and time, ensuring that no compliance and reporting requirements are missed by analysing all relevant documents within the Document Repository under item 1.1 above. 				
2.2	Compliance and reporting requirements Categorization	<ul style="list-style-type: none"> Classify compliance and reporting requirements as affirmative (e.g., insurance coverage maintenance) or negative (e.g., restrictions on debt acquisition). 				

Nr	Functional Requirement Name	Functional Requirement Description	"YES" if Out-of-the-Box	"NO" if Not Available	Customization Required? (Yes/No)	Short Explanation for Customization (If Required)
		<ul style="list-style-type: none"> Assign specific measurement periods (e.g., quarterly, annually) to each compliance and reporting requirement, as per the agreements. 				
FR03 - Checklist Creation and Maintenance						
3.1	Checklist Creation	<ul style="list-style-type: none"> Develop a comprehensive, digital checklist that includes all identified compliance and reporting requirements, categorized by type (affirmative/negative) and measurement period. 				
		<ul style="list-style-type: none"> Include fields to capture key details, such as compliance and reporting requirements description, applicable project, measurement frequency (e.g. quarterly, annually) and required actions in the documents and the risk registers. 				
3.2	Checklist Maintenance	<ul style="list-style-type: none"> Allow for real-time updates to the checklist as agreements or compliance and reporting requirements are modified through addenda or new agreements. 				
FR04 - Compliance Tracking and Recording						
4.1	Compliance Record Details	<ul style="list-style-type: none"> Each compliance record must include the following fields: <ul style="list-style-type: none"> Document ID number Title of Transaction Document Project name Counterparty (e.g., project lender) Effective Date and Termination Date 				

Nr	Functional Requirement Name	Functional Requirement Description	"YES" if Out-of-the-Box	"NO" if Not Available	Customization Required? (Yes/No)	Short Explanation for Customization (If Required)
		<ul style="list-style-type: none"> o Responsible Project Finance Manager and Project Financier. o Related Transaction Documents o Description of compliance requirement with clause reference o Status of compliance requirement (active, suspended, cancelled, waived) o Consequences of non-compliance o Remedy period in case of breach o Procedures for handling Potential or Actual Event of Default o Compliance calendar with due dates and compliance ID number o Trigger events and reporting time o Standard Operating Procedure (SOP) details, with steps, responsibilities, timelines, and evidence tracking. o Alert time for each compliance and reporting requirement e.g. 3 months before a specific due date 				
4.2	Action Recording	<ul style="list-style-type: none"> • Provide fields within the checklist to record compliance and reporting requirements-related actions and/or cross-references to risk registers (e.g., submission of financial statements, compliance 				

Nr	Functional Requirement Name	Functional Requirement Description	"YES" if Out-of-the-Box	"NO" if Not Available	Customization Required? (Yes/No)	Short Explanation for Customization (If Required)
		certificates, other documents) taken by TCTA.				
		<ul style="list-style-type: none"> Track key deliverables and document submissions to lenders and other stakeholders, including deadlines, responsible personnel, and statuses. 				
4.3	Compliance Status Tracking	<ul style="list-style-type: none"> Track the compliance status of each compliance and reporting requirements (e.g., compliant, non-compliant, pending) to monitor TCTA's adherence in real-time. 				
FR05 - Automated Alerts and Reminders						
5.1	Automated Alerts	<ul style="list-style-type: none"> Set up automated alerts triggered by specific events, such as approaching deadlines for financial reports or compliance and reporting requirements. 				
		<ul style="list-style-type: none"> Send alerts before compliance events to designated individuals (via email or messaging platforms) where compliance status is at risk, based on the set thresholds. 				
5.2	Automated Reminders	<ul style="list-style-type: none"> Enable automated reminders for approaching deadlines and due dates to the responsible team members to ensure timely compliance (via email or messaging platforms). 				
		<ul style="list-style-type: none"> Consolidate compliance events for each individual into a single email per project to prevent notification overload. 				
		<ul style="list-style-type: none"> Remind team members of compliance and reporting 				

Nr	Functional Requirement Name	Functional Requirement Description	"YES" if Out-of-the-Box	"NO" if Not Available	Customization Required? (Yes/No)	Short Explanation for Customization (If Required)
		requirements on a schedule that minimizes last-minute activity and reduces the risk of compliance and reporting requirement breaches.				
5.3	Escalation Mechanism	<ul style="list-style-type: none"> If action is not performed by the specified date, escalate notifications to relevant line managers up to the Executive Manager. 				
FR06 - Task Assignment and Monitoring						
6.1	Task Assignment	<ul style="list-style-type: none"> Assign tasks related to compliance and reporting requirements compliance (e.g., preparing financial statements, submitting reports) to designated team members within the solution. 				
		<ul style="list-style-type: none"> Track each task's status, including due dates, person responsible, and task completion status. 				
6.2	Progress Monitoring	<ul style="list-style-type: none"> Provide a central interface to monitor task progress in real-time, ensuring all tasks related to compliance are on track. 				
FR07 - Scheduling and Reporting						
7.1	Financial Reporting Schedule	<ul style="list-style-type: none"> Set up a customizable schedule for financial reporting requirements, such as monthly, quarterly, and annual reporting. 				
7.2	Compliance Reporting	<ul style="list-style-type: none"> Generate compliance reports detailing compliance and reporting requirements statuses, actions taken, deadlines, and any breaches or delays for management review. 				

Nr	Functional Requirement Name	Functional Requirement Description	"YES" if Out-of-the-Box	"NO" if Not Available	Customization Required? (Yes/No)	Short Explanation for Customization (If Required)
7.3	Customizable Reporting	<ul style="list-style-type: none"> Generate monthly, quarterly, and on-demand reports, including: <ul style="list-style-type: none"> Compliance performance during the previous reporting period. Upcoming compliance events calendar. Compliance risk indicators (e.g., overdue action steps). Status of SOP-defined action plans. Open/closed compliance actions. Matters escalated through the line up to the Executive Manager. Evidence of compliance. 				
FR08 - Dashboard and Centralized Overview						
8.1	Centralized Dashboard	<ul style="list-style-type: none"> Create a centralized dashboard to display an overview of all compliance and reporting requirements, their compliance statuses, upcoming deadlines, and responsible personnel. 				
		<ul style="list-style-type: none"> Use visual indicators (e.g., color-coding, icons) to quickly show which compliance and reporting requirements are at risk, pending compliance actions, and completed tasks. 				
8.2	Real-Time Status Updates	<ul style="list-style-type: none"> Provide real-time updates on compliance and reporting requirements statuses and task completions, allowing users to see an up-to-date compliance status overview. 				
FR09 - Deadline Management and Prompting						

Nr	Functional Requirement Name	Functional Requirement Description	“YES” if Out-of-the-Box	“NO” if Not Available	Customization Required? (Yes/No)	Short Explanation for Customization (If Required)
9.1	Deadline Tracking	<ul style="list-style-type: none">Track and display deadlines for each deliverable, such as submission of financial statements or compliance certifications.				
9.2	Deadline Prompts	<ul style="list-style-type: none">Prompt the person responsible for each deliverable with sufficient lead time before deadlines to minimize the risk of missed deadlines.				
9.3	Prioritization of Requirements	<ul style="list-style-type: none">Allow compliance requirements to be prioritized according to customizable criteria (e.g. consequences of breach).				
9.4	Compliance Events Calendar	<ul style="list-style-type: none">Maintain a compliance events calendar.				
		<ul style="list-style-type: none">Produce upcoming compliance events over a defined horizon per project, counterparty, or Transaction Document.				
FR10 - Audit Trail and Compliance History						
10.1	Audit Trail	<ul style="list-style-type: none">Maintain detailed audit trails of all actions within the solution, including document views, updates, task assignments, and compliance status changes.				
		<ul style="list-style-type: none">Record user actions with timestamps, allowing for full traceability and accountability.				
10.2	Compliance History	<ul style="list-style-type: none">Archive historical compliance records for each compliance and reporting requirements, providing a clear view of TCTA's compliance performance over time.				

NB:

- 1. Bidders will be disqualified if this table is not completed in full and if any of the specified requirements are not available or customisable in the solution.**
- 2. No points will be allocated for self-created templates not in line with existing template.**
- 3. Where customisation is selected, the pricing must be included in the pricing proposal.**
- 4. Bidders who tick “no” and are unable to customize the system will be scored 0.**
- 5. Bidders may not customize more than 25% of the system**

SIGNATURE: NAME OF BIDDER.....(of person authorised to sign on behalf of the Bidder)

ANNEXURE C: PROPOSED PRICING SCHEDULE

PROPOSED PRICING SCHEDULE						
7. Bidders should provide TCTA with a pricing schedule structured as follows:						
Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5
1.	Project Implementation Cost, e.g., analysis, project management, testing (This is a once-off cost and thus it will only be incurred in Year 1)					
2.	Compliance Monitoring Solution (10 licenses) for 60 months					
3.	Training and Documentation (10 users)					
4.	Support & Maintenance					
5.	Any Customisation Costs					
6.	Other (Specify description of any item to be billed and not covered by the above items)					
Subtotal						
15% VAT						
ANNUAL TOTAL						
TOTAL PRICE OVER 5 YEARS						
<p>Price must be reflected Excluding and Including VAT</p> <p>All prices must include disbursements</p> <p>Prices must be firm and unconditional.</p>						

ANNEXURE D: SBD 1 – INVITATION TO BID

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	067/2025/PF&T/COVENANT/RFB		CLOSING DATE:		CLOSING TIME:
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF A COMPLIANCE MONITORING SOLUTION FOR A PERIOD OF 60 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	The Receiving Officer		CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Tenders02@tcta.co.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

ANNEXURE E: SBD 4 – 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 with any person who is employed by the procuring institution? **YES / NO**

2.2.1 If so, furnish the following 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?

2.3.1 If so, furnish the following particulars:

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

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.

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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring 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.
- 3.7 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

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.

ANNEXURE F: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 all bids:

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

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

(delete whichever is not applicable for this tender).

(a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this bid 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 bid 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 tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where:

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\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 tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level of Contributor	Number of Points	
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

☐ Partnership/Joint venture or consortium / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

5.4. 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:

ANNEXURE G – VALID SWORN AFFIDAVIT REQUIREMENTS

The following information is required:-

- a) Name/s of deponent as they appear in the identity document and the identity number;
- b) Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit;
- c) Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.;
- d) Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected;
- e) Indicate total revenue for the latest financial year and whether it is based on audited financial statements or management accounts;
- f) Full financial year end as per the enterprise's registration documents, which was used to determine the total revenue. Example 28 February 2022;
- g) B-BBEE Status level. An enterprise can only have one status level;
- h) Nature of business;
- i) VAT Number;
- j) Date deponent signed and date of Commissioner of Oath must be the same;
- k) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest;
- l) Correct Sector Codes Affidavit to be used.

ANNEXURE H - ACCESS FORM



I hereby request a PIN code to access TCTA premises to submit the below-mentioned bid

BID NUMBER:	067/2025/PF&T/COVENANT/RFB
BID DESCRIPTION:	<i>APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF A COMPLIANCE MONITORING SOLUTION FOR A PERIOD OF 60 MONTHS.</i>
NAME OF BIDDER/COMPANY:	
FULL NAME & SURNAME OF BIDDER'S REPRESENTATIVE:	
ID NUMBER OF BIDDER'S REPRESENTATIVE:	

**SIGNATURE OF BIDDER'S
AUTHORISED REPRESENTATIVE**

DATE: _____