



BID NO: KZNGFA - RFP 2025/06

REQUEST FOR PROPOSALS:

PROPOSAL FOR AN AUTOMATED CREDIT RISK RATING, PRICING AND REPORTING APPLICATION THAT WILL ALLOW AN INTEGRATION OF AN EXISTING EXPECTED CREDIT LOSS TOOL, INCLUDING MAINTENANCE, UPDATE AND SUPPORT 36 MONTHS PLUS IMPLEMENTATION 6 TO 12 MONTHS

CLOSING DATE: 13 May 2026

CLOSING TIME: 11:00AM

Issued by:

KZN Growth Fund Agency
28th Floor, 303 Dr Pixley KaSeme Street
Durban
4001

Procurement Enquires:

Supply Chain Management Unit
Email: scm@kzngf.co.za
Sijabulile Ntshangase
Tel: 031 372 3720

Name of Bidder:

REQUEST FOR PROPOSAL

KZN GROWTH FUND AGENCY, 3rd Floor South Towers, Kingsmead Office Park, 4 Arundel Close, Stamfordhill, Durban, 4001 (Hereinafter referred to as (“KGFA”))

BID NUMBER: **KZNGFA RFP 2025/06**

CLOSING DATE: **13 May 2026**

TIME: **11:00 AM**

DESCRIPTION: **PROPOSAL FOR AN AUTOMATED CREDIT RISK RATING, PRICING AND REPORTING APPLICATION THAT WILL ALLOW AN INTEGRATION OF AN EXISTING EXPECTED CREDIT LOSS TOOL, INCLUDING MAINTENANCE, UPDATE AND SUPPORT 36 MONTHS PLUS IMPLEMENTATION 6 TO 12 MONTHS**

COMPULSORY BRIEFING:

Yes

No

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C.1 TENDER NOTICE AND INVITATION TO TENDER

KZN Growth Fund Agency (KZNGFA) requests Proposals for an automated credit risk rating, pricing and reporting application.

The documents are available on e-Tenders and KZNGFA Website.

A compulsory Briefing Session will be held as per the below:

Date: 21 April 2026

Time: 09:00 am (Companies that join after 09:10 will not be considered to have attended the compulsory briefing session)

Method: Online via Teams

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/319984794395517?p=8Swro5NubE9sMAc0qy>

Meeting ID: 319 984 794 395 517

Passcode: Yo25hb9B

Submission:

The proposals shall be submitted in via email to scm@kzngf.co.za on or before the closing date. The closing time for receipt of tenders is **13 May 2026 @11h00 am**.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. It is important to note that all bids lodged will be examined to determine compliance with the bidding requirements and conditions. Bids with obvious deviation from the requirements, will be eliminated.

Technical and administrative queries relating to these documents may be addressed in writing only quoting the Bid No. for attention: Supply Chain Management Unit by email to scm@kzngf.co.za

Tenders may only be submitted on the original tender documentation that is issued by KZNGFA written in black ink.

KZNGFA does not bind itself to accept the lowest or any bid and consider any bid for appointment.

PART A - INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF KZN GROWTH FUND AGENCY					
BID NUMBER:	KZNGFA-RFP 2025/06	CLOSING DATE:	13 May 2026	CLOSING TIME:	11H00 am
DESCRIPTION	PROPOSAL FOR AN AUTOMATED CREDIT RISK RATING, PRICING AND REPORTING APPLICATION THAT WILL ALLOW AN INTEGRATION OF AN EXISTING EXPECTED CREDIT LOSS TOOL, INCLUDING MAINTENANCE, UPDATE AND SUPPORT 36 MONTHS PLUS IMPLEMENTATION 6 TO 12 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
scm@kzngf.co.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sijabulile Ntshangase		CONTACT PERSON	Nothando Mabunda	
TELEPHONE NUMBER	031 372 3720		TELEPHONE NUMBER	031 372 3720	
E-MAIL ADDRESS	scm@kzngf.co.za		E-MAIL ADDRESS	scm@kzngf.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS SHOULD ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE 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 OR THE REPRESENTATIVE

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

All bidders must furnish the following particulars and include it in their submission (returnable documents)

Name of bidder:

Trading name:

Company registration number :

VAT registration number
.....

Workman's compensation number -----

Tax Clearance Certificate /CSD Report submitted

Postal address:

Street address:

Telephone number: Code Number

Cellular number:

Facsimile number: Code Number

e-Mail address:

In case of a joint venture, full details on joint venture members:

Entity name	VAT registration number	Tax Clearance Certificate submitted	YES / NO
.....
Entity name	VAT registration number	Tax Clearance Certificate submitted	YES / NO
.....
Entity name	VAT registration number	Tax Clearance Certificate submitted	YES / NO
.....

Name of contracting entity in case of a consortium/joint venture

Entity name:

Postal address:

Street address:

Contact details of responsible person who will act on behalf of the entity/consortium/joint venture for this bid

Name and Surname

Telephone number: Code Number

Cellular number:

Facsimile number: Code Number

e-Mail address:

KZN Growth Fund Trust (KZNGFA) was set up in 2008 as an initiative of the KZN Government's Department of Economic Development, Tourism and Environmental Affairs (EDTEA) to administer a unique public private partnership that would unlock funding gaps in transitions that would create jobs, enable and promote BBEE participation in business and growth in the economy. On the 24 May 2024 the KwaZulu-Natal Growth Fund Agency Act 04 of 2024 was signed into law and the KZN Growth Fund Trust became a 3D Entity now called the KZN Growth Fund Agency (KZNGFA).

Mission

To provide competitive and innovative financing solutions through the management of public, and private equity funds that propel socioeconomic growth for a better future.

Mandate

To support sustainable growth by financing private sector projects that drive economic success, stimulate job creation, promote broad based black economic empowerment (B-BBEE) and reduce inequality.

Values

Respect, accountability, integrity, serving and enterprising.

Procurement Philosophy

It is the policy of KZNGFA, when purchasing goods and obtaining services, to follow a course of optimum value and efficiency by adopting best purchasing practices in supply chain management, ensuring that open and fair competition has prevailed, with due regard being given to the importance of:

- a) The promotion, development and support of businesses from disadvantaged communities (small, medium, micro enterprises, as well as established businesses within those communities) in terms of its B-BBEE Policy.
- b) The promotion of national and regional local service providers and agents before considering overseas service providers; and;
- c) The development, promotion and support for the moral values that underpin the above, in terms of the Fund's Business Ethics and Guidelines which requires that all commercial conduct be based on ethical and moral values and sound business practice. This value system governs all commercial behaviour within the Fund.

The quality, price and service that we provide our customers can only be as good as what we receive from our service providers. We strive for continuous improvement in our critical business areas and seek to establish relationships with service providers that are equally passionate in their quest for better quality, price and service.

1. PURPOSE

The purpose of this bid is to request proposals from competent and highly qualified bidders, who have sufficient experience and evidence in designing and/or customising, installing and maintaining the Credit Risk Pricing

and Rating Solution for the KZN Growth Fund Agency (KZNGFA) for a period of three (3 years) post installation of the project.

2. BACKGROUND

The KZNGFA is an Agency, established and capitalised by the Provincial Government to provide project finance debt and equity. The main objective of the KZNGFA is to provide support for creating and enabling environment for activities that create jobs and accelerate the economic development of KZN whilst promoting Broad Based Black Economic Empowerment (B-BBEE). The Fund finances large-scale infrastructure projects with a minimum investment threshold of R20 million, across both debt and equity and these projects typically involve property, specialised equipment and long-term development assets. The maximum per transaction is R100 million, making it less voluminous fund, currently there is a minimum of 10 deals in the books.

3. SCOPE OF REQUIREMENTS

KZNGFA requires an integrated Credit Risk Rating, Risk-Based Pricing and Reporting Solution to enhance credit decisioning, portfolio monitoring, regulatory reporting and risk governance. The required proposal for an automated developed or customised credit risk rating, pricing and reporting solution must have but not be limited to the following functional capabilities. The following areas are required to be implemented by the solution for **6 employees**.

3.1.1 Core functional requirements

3.1.1.1 Credit risk rating

a) Borrower rating

The solution must provide:

- Internal rating models (customisable)
- Probability of Default (PD) calculation
- Scorecard-based rating models
- Financial ratio analysis (automated)
- Sector-specific rating models
- SME and corporate rating methodologies
- Behavioural scoring for existing clients
- Rating overrides with full audit trail
- Rating migration tracking

b) Facility rating

- Facility-level risk grading
- Collateral recognition
- Loss Given Default (LGD) calculation
- Exposure at Default (EAD) calculation
- Risk-weighted asset (RWA) calculation
- Credit Risk Mitigation (CRM) adjustment

c) Model Management

- Version control of rating models
- Back-testing and validation functionality
- Stress testing capability
- Sensitivity analysis
- Calibration tools
- Model performance dashboards

3.1.1.2 Risk-based pricing

The system must support:

a) Pricing framework

- Risk-adjusted pricing model
- Cost of funds integration
- Capital charge calculation
- Target Return on Capital (ROC) integration
- Spread calculation based on PD, LGD, EAD
- Tiered pricing rules
- Pricing matrix configuration
- Scenario-based pricing simulation

b) Pricing framework

- Development impact adjustment factor
- Blended finance pricing models
- Concessionary lending mechanisms
- Grant-linked pricing components
- Subsidy tracking

c) What-if analysis

- Scenario modelling
- Sensitivity testing
- Pricing comparison across structures
- Covenant impact analysis

3.1.1.3 Credit workflow and decisioning

The solution must include:

- End-to-end credit lifecycle workflow
- Application intake
- Credit assessment templates
- Automated financial spreading
- Committee pack generation
- Approval workflow routing (based on Delegation of Authority)
- Conditional approvals tracking
- Escalation matrix configuration
- SLA monitoring
- Integration with other systems

3.1.1.4 Portfolio monitoring & early warning

a) Portfolio analysis

- Sector exposure monitoring
- Geographic exposure analysis
- Concentration risk analysis
- Single obligor exposure limits
- Large exposure reporting
- Portfolio heatmaps

b) Early warnings system (EWS)

- Covenant breach alerts
- Payment delinquency alerts
- Rating downgrade alerts
- Financial deterioration triggers
- Watchlist management
- Automated flagging of high-risk accounts

3.1.2 IFRS 9 & impairment management

The system must support full IFRS 9 compliance including:

- Stage 1, Stage 2, Stage 3 classification
- Significant Increase in Credit Risk (SICR) assessment
- Expected Credit Loss (ECL) calculation
- 12-month and Lifetime ECL modelling
- Forward-looking macroeconomic scenario modelling
- Multiple scenario weighting
- Provision calculation automation
- Integration with General Ledger
- Audit-ready impairment reports

3.1.3 Reporting and dashboards

a) Executive & Board reporting

- Portfolio performance dashboard
- NPL ratio tracking
- Risk appetite metrics
- Capital adequacy indicators
- Top exposures report
- Watchlist summary
- Sector development impact reporting

b) Regulatory & compliance reporting

- PFMA-aligned reporting
- Treasury reporting formats
- Auditor-ready reports
- Internal audit reporting extracts

c) Operational reporting

- Approval turnaround times
- Pipeline tracking
- Disbursement reporting
- Portfolio yield reporting
- Arrears analysis

d) Ad-hoc reporting

- Custom report builder
- Export to Excel, PDF, CSV
- BI integration capability (e.g. Power BI)

3.1.4 Collateral & security management

- Collateral registration and tracking
- Valuation recording
- Revaluation scheduling
- Security perfection tracking
- Insurance monitoring
- Collateral coverage ratio calculation
- Guarantee tracking
- Personal surety management

3.1.5 Stress testing & scenario analysis

- Macro-economic stress modelling
- Sector stress testing
- Capital impact simulation
- Portfolio shock simulation
- Sensitivity analysis on PD, LGD, EAD
- Reverse stress testing

3.1.6 Data management & integration

a) Integration requirements

- ERP integration
- Core loan management system integration
- Accounting system integration
- CRM integration
- Document management integration
- API-based architecture
- Real-time or batch integration

b) Data governance

- Data quality controls
- Data validation rules
- Data lineage tracking
- Master data management

- Audit logs
- Role-based access control

3.1.7 Governance, risk and controls

- Full audit trail of all rating and pricing changes
- Override justification tracking
- Dual control functionality
- Segregation of duties
- Maker-checker functionality
- Compliance monitoring dashboard
- Risk appetite threshold monitoring

4. TECHNICAL REQUIREMENTS

4.1. Licensing fee for 6 users, with an option to expand users at authorising levels. The bidder must specify whether the licensing fees are subscription based or will belong to KZNGFA.

4.2. Web-based solution

4.3. Cloud or SaaS deployment

4.4. Scalable architecture

4.5. High availability

4.6. Disaster recovery capability

4.7. Cybersecurity compliance

4.8. Encryption at rest and in transit

4.9. Multi-factor authentication

4.10. Compliance with POPIA

5. TRANSITIONAL REQUIREMENTS

The following transitional requirements must be addressed:

5.1. Training

- The users of the digital lending platform must be trained to use the solution as it pertains to their respective roles and responsibilities.
- Customisation of training must be accommodated to ensure effectiveness when necessary.
- Training must be customised according to the level of manual versus digital training protocols relevant at the time.
- External users must be given the latest updated (digital or manual) user guides to navigate through the system.

5.2. Data migration

- Require the ability to migrate data from legacy systems into the digital lending platform where necessary. Master data systems will continue being true data sources.

5.3. Change Management

- The change management plan must be synchronised to each stage of the solution life cycle.
- A change management plan (for all stages) must be documented and shared with all affected stakeholders.
- User setup/ configurations must be completed prior go-live including making sure that all users have access to the system.
- Troubleshooting and problem solving in the go live stage must be included.

5.4. Support and knowledge transfer

Require the ability to provide post go-live support as well as skills and knowledge transfer

6. EXPERTISE AND CAPACITY

Bidders are required to submit a detailed project team organogram clearly illustrating the proposed team structure for the duration of the assignment. The organogram must depict reporting lines, governance and escalation channels, functional responsibilities and the allocation of resources across all workstreams.

The organogram must, at a minimum:

- Clearly identify all mandatory key roles specified in this tender.
- Indicate the named resources proposed for each role (where applicable).
- Reflect the hierarchical reporting structure, including the Project Sponsor, Project Manager, Team Leads and supporting resources.
- Demonstrate the segregation of duties, oversight mechanisms and quality assurance responsibilities.
- Show how specialist resources (where applicable) will interface with the core project team.

Bidders must ensure that the proposed structure demonstrates sufficient capacity, appropriate seniority and relevant expertise to deliver the full scope of work within the required timelines. The organogram should align with the bidder's proposed project governance framework and clearly show accountability for deliverables, risk management, stakeholder engagement and reporting.

Failure to provide a comprehensive and clearly articulated organogram may result in the bid being deemed non-responsive.

Mandatory key roles

6.1. Project lead

- Minimum 10 years of experience in implementation of credit risk management tool or similar.
- PRINCE2, PMP, PMBOK or equivalent certification

6.2. Functional team lead

- Minimum 5 years of experience in credit risk modelling, ECL, risk-based pricing models or similar
- Risk Management qualification/certification or equivalent

6.3. Technical team lead

- Minimum 5 years of experience in enterprise solution architecture, data integration and migration, ERP integration or similar.
- ICT qualification/certification or equivalent

6.4. Change management & training lead

- Minimum 5 years of experience in system change management and training or similar
- Change management/Training qualification/certification or equivalent.

7. PROJECT METHODOLOGY AND APPROACH

Outline the methodology to be adopted to meet the scope of work and business requirements and demonstrate in the proposal how the project can be completed within a reasonable period based on the approach to be adopted. The response on project management approach and methodology should provide details on the following:

- Full understanding of the requirements in all aspects of the project.
- Recognisable project management methodology and approach stipulation deliverables on each phase of the project.
- The project plan should make provisions of stage gates at the end of each phase to unlock the next phase.
- The detailed project schedule clearly detailing major milestones.
- The project plan and approach should include training and handover of the system and the approach or methodology on how this will be executed.
- The project plan should consider data readiness, system customisation and testing.
- The plan should detail possible risks and mitigation plans based on prior experience on common risks when taking on such a project within the stipulated time frames (i.e. project risk register).
- Detail clear requirements and dependencies that will enable the take on of the project within the expected time frames.
- The bidder is expected to provide the project quality assurance and risk management approach.

C.3 CONDITIONS OF BID AND CONTRACT

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
1.	GUIDELINE ON COMPLETION				
1.1	Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidder must clearly state if a deviation from these requirements are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner prescribed may be considered incomplete and rejected.				
2.	KZNGFA SERVICE LEVEL AGREEMENT				
2.1	The KZNGFA Service Level Agreement (SLA) will be the only contract signed by both parties and will form the basis of this contract. KZNGFA's terms and conditions will not be negotiated.				
3.	ADDITIONAL INFORMATION REQUIREMENTS				
3.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to the bid being disregarded.				
4.	CONFIDENTIALITY				
4.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
4.2	All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding KZNGFA or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.				

5.	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT	Yes	No	Noted	If no, indicate deviation
5.1	Copyright of all documentation relating to this assignment belongs to KZNGFA. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.				
5.2	All the intellectual property rights arising from the execution of this Agreement shall vest in KZNGFA and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
5.3	In the event that the service provider would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from KZNGFA.				
5.4	KZNGFA shall own all materials produced by the service provider during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not ("IP") which IP KZNGFA shall be entitled to freely cede and assign to parties nominated by KZNGFA.				
6	PAYMENTS				
6.1	KZNGFA will pay the service provider for the actual services rendered in line with the SLA.				
6.2	The service provider shall from time to time during the duration of the contract, invoice KZNGFA for the services rendered. No payment will be made to the service provider unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to KZNGFA.				
6.3	Payment shall be made into the bidder's bank account normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).				
7	NON-COMPLIANCE WITH DELIVERY TERMS				
7.1	As soon as it becomes known to the service provider that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, KZNGFA must be given immediate written notice to this effect. KZNGFA reserves the right to implement remedies as provided for in the SLA.				
8	WARRANTIES	Yes	No	Noted	If no, indicate deviation

8.1	The service provider warrants that it is able to conclude this Agreement to the satisfaction of KZNGFA.				
8.2	Although the service provider will be entitled to provide services to persons other than KZNGFA, the service provider shall not without the prior written consent of KZNGFA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
9.	PARTIES NOT AFFECTED BY WAIVER OR BREACHES				
9.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof				
9.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
10	SUBMITTING BIDS				
10.1	All bid documents must be submitted as per 10.2 below				
10.2	All bid documents must be delivered to KZN Growth Fund Agency email: scm@kzngf.co.za Closing date: 13 May 2026 at 11:00am				
11	LATE BIDS				
11.1	Late submissions will not be accepted. A submission will be considered late if it arrived one second after 11:00 or any time thereafter. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				

12.	BRIEFING SESSIONS AND CLARIFICATIONS	Yes	No	Noted	If no, indicate deviation
12.1	<p><u>Compulsory Briefing session</u> See page 4 above for details</p>				
12.2	<p>Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (e-mail).</p> <p>Please make reference to Tender Notice and Invitation to Tender page of this bid pack for contact details.</p> <p>The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.</p>				
13.	FORMAT OF BIDS				
13.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.				
13.2	Bidders are to set out their proposal in the following format:				
13.2.1	Part 1: Invitation to Bid & Introduction				
13.2.2	Part 2: Compliance to Special Conditions of Bid and Noting of Evaluation Criteria				
13.2.3	Part 3: National Treasury CSD report				
13.2.4	Part 4: Bidders Disclosure and Certificate of Authority to Sign a Bid				
13.2.5	Part 5: BBBEE Certificate / Affidavit				
13.2.6	Part 6: Joint Venture / Consortium Agreement				
13.2.7	Part 7: Technical / Functionality Proposal				
13.2.8	Part 8: Deviations from Request for Bid				
13.2.9	Part 9: Procurement Timelines				
13.2.10	Part 10: Annexures				

14.1	PART 1: INVITATION TO BID (FORM C1)	Yes	No	Noted	If no, indicate deviation
	Bidders are to note the information on C1 detailing the Compulsory Briefing Session, the closing date and time as well as the submission requirements				
14.2	PART 2: COMPLIANCE TO SPECIAL CONDITIONS OF BID AND NOTING OF EVALUATION CRITERIA (FORM C4)				
	Bidders must complete C4. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
14.3	PART 3: NATIONAL TREASURY CSD REPORT				
	The bidder must be compliance with CSD and such information will be verified with Central Supplier Database (CSD). In case of a joint venture, or where sub-contractors are utilised, each joint venture member and/or sub-contractor (individual) must be in compliance with CSD and the information will be verified on Central Supplier Database (CSD).				
14.4	PART 4: BIDDERS DISCLOSURE AND CERTIFICATE OF AUTHORITY TO SIGN A BID (FORM C9 AND C10)				
14.4.1	<p>Bidders must complete and submit the Declaration forms.</p> <ul style="list-style-type: none"> • Certificate of Authority to Sign a Bid • Bidders Disclosure Form (SBD 4) • Preferential Points Form (SBD 6.1) <p>A bidder must complete the relevant part of the document, and it must indicate who is delegated to communicate or deal with KZNGFA. Any other irrelevant sections to the tendering entity must be marked 'N/A'.</p>				
14.5	<u>PART 5: BBBEE CERTIFICATE / AFFIDAVIT</u>				
14.5.1	Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Affidavit from a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA)				
14.5.2	<p>For a consortium or joint venture:</p> <p>A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</p> <p>A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a</p>				

	consolidated B-BBEE scorecard is prepared for every separate bid.				
14.6	<u>PART 6: JOINTVENTURE/CONSORTIUM AGREEMENT</u>	Yes	No	Noted	If no, indicate deviation
14.6.1	<ul style="list-style-type: none"> A copy of the joint venture/consortium agreement must be included. JV / Consortium members must complete and sign the own SBD documents 				
14.7	PART 7: TECHNICAL PROPOSAL/FUNCTIONALITY PROPOSAL (FORM C7)				
14.7.1	The bidder must provide letters of reference on the client letterhead including contact details, for the previous, current or ongoing projects of similar nature. This will be verified by KGF.				
14.8	PART 8: DEVIATIONS FROM REQUEST FOR BID (FORM C10)				
14.8.1	Please indicate deviations or modifications to this Request for Bid on form C10				
14.8.2	If no deviations are required, please mark the form “Nil” and sign				
14.9	PART 9: PROCUREMENT TIMELINES (FORM C5)				
14.9.1	This part of a bid documents informs bidders when the bid process is expected to be finalised. It may not necessarily be followed.				
14.9.2	Terms of reference (TOR) are the requirements by KZNGFA. When a proposal is submitted, a bidder must be certain that TOR are understood and has the capacity to offer a specified service.				
14.10	PART 10: ANNEXURES				
14.10.1	Bidders must insert all their additional annexures in part 11. This can include professional registration, insurance etc.				
14.11	VAT	Yes	No	Noted	If no, indicate deviation
14.11.1	KZNGFA is a VAT Vendor. Prices quoted must include VAT (where applicable).				
14.11.2	KZNGFA reserves the right to request the preferred bidder to register for VAT if the award is anticipated to be in excess of R1m for 12 consecutive months as the VAT Act requires.				
15	PRESENTATIONS	Yes	No	Noted	If no, indicate deviation

15.1	KZNGFA reserves the right to invite bidders for presentations before the award of the bid.				
15.2	Presentation may affect the points awarded for functionality.				
16	NEGOTIATION	Yes	No	Noted	If no, indicate deviation
16.1	KZNGFA has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
16.2	KZNGFA shall not be obliged to accept the lowest or any financial offer or proposal. Furthermore, KZNGFA reserve the right not to award the tender to highest ranking bidder in terms of PPPFA.				
16.3	All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties.				
17	DOMICILIUM				
17.1	The parties hereto choose <i>domicilium citandi et executandi</i> for all purposes of and in connection with the final contract as follows:				
18	COST OF BID PREPARATION				
18.1	Bidders shall prepare and submit a bid at their own expense.				
19	BID VALIDITY PERIOD				
19.1	Bid will be valid for a period of 120 working days				
19.2	The bidder will hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.				
19.3	If requested by the employer, the bidder will consider extending the validity period stated in the tender data for an agreed additional period.				
20	ISSUE ADDENDA	Yes	No	Noted	If no, indicate deviation
20.1	If necessary, KZNGFA may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify those tendering entities appearing on the attendance list				

20.2	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list				
20.3	Tenderers are obliged to acknowledge, in writing, receipt of addenda to the tender documents, which the employer may issue.				
21	SUBMITTING OF FRAUDULENT DOCUMENTS	Yes	No	Noted	If no, indicate deviation
21.1	KZNGFA will disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.				
21.2	KZNGFA will list bidders/ directors in the list of restricted suppliers, and they will not conduct any business with an organ of state.				
22	GENERAL CONDITIONS OF CONTRACT (GCC)				
22.1	KZNGFA will disregard the bid of any bidder if that bidder has not initialled and signed the GCC				
23	SPECIAL CONDITIONS OF CONTRACT (SCC)				
23.1	KZNGFA will disregard the bid of any bidder if that bidder has not initialled and signed the SCC				

C.4 CERTIFICATE OF AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPOR ATION	(II) COMPAN IES	(III) SOLE PROPRIE TOR	(IV) PARTNE RSHIP	(V) CO- OPERATI VE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough, please list all the director in the resolution letter)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

C.5 PROCUREMENT TIMELINES

PROCUREMENT TIMELINE	DATE	TIME
RFP Release Date	13 April 2026	12:00am
Compulsory Briefing Session date	21 April 2026	10:00am
Written questions of clarification – closing date	30 April 2026	16:00pm
Written response to all clarifications	04 May 2026	16:00pm
Service Provider Proposals Due	13 May 2026	11:00am
Completion of Bid Evaluations	15 June 2026	16:00pm
Anticipated letter of Award	01 July 2026	16:00pm
Anticipated Commencement Date	31 July 2026	09:00am

***Indicative dates**

C.6 EVALUATION PROCESS & CRITERIA

This phase consists of Mandatory and Non-Mandatory administrative compliance evaluation of all proposals.

1.	EVALUATION PROCESS	Yes	No	Noted	If no, indicate deviation
1.1	<u>STAGE ONE: ADMINISTRATION COMPLIANCE</u>				
1.1.1	<p>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.</p> <p><u>Mandatory</u></p> <p>Bids will only be compliant if bidder has submitted the following documents:</p> <ul style="list-style-type: none"> • The bidder must be registered as a vendor on the National Treasury Central Supply Database (CSD), which can be found at https://secure.csd.gov.za/ in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017 • Fully completed and signed SBD 1 and SBD 6.1 • Fully completed and signed SBD 4 - A fully completed bidders disclosure indicating that there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer; Or that none of its directors/shareholders is listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; <p>Failure to complete and/or provide any mandatory information as requested above will result in the submission being deemed non-responsive.</p>				
1.2	<u>STAGE TWO: FUNCTIONALITY REQUIREMENTS</u>				
1.2.1	Responsive bids will be evaluated according to the criteria, weightings and threshold scores as indicated below.				
1.3	<u>ADJUDICATION OF BID</u>				
1.3.1	The Bid Adjudication Committee will consider the recommendations and make the final award.				
1.3.2	The bid shall be awarded at the sole and absolute discretion of KZNGFA. KZNGFA hereby represents that it is not obliged to award this bid to any bidder. KZNGFA is entitled to retract this bid at any time as from the date of issue. KZNGFA is not obliged to award this bid to the bidder that quotes the lowest.				

1.3.3	A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of KZNGFA regarding this bid from the date the offer is submitted until the date of award of the bid.				
1.4	Awarding of contract				
1.4.1	KZNGFA reserves the right to award this bid in full or part				

C.7 FUNCTIONALITY REQUIREMENTS

About Functionality Requirements, being stage 2 of the evaluation process, the following criteria and the associated weightings will be applicable:

FUNCTIONAL EVALUATION CRITERIA	Weight
<p>COMPANY EXPERIENCE</p> <p>Detailed company profile confirming company experience as well as CIPC.</p> <ul style="list-style-type: none"> • Less than 5 years - 0 points • Between 5 and 10 years - 5 points • Between 10 and 15 years - 10 points • More than 15 years - 15 points <p>Company registration number must support years of experience</p>	15
<p>REFERENCE LETTERS</p> <p>Reference letters must be relevant as specified under the Scope of Work.</p> <p>The bidder must provide at least five (5) references for companies where similar work has been implemented.</p> <ul style="list-style-type: none"> • 5 Letters of Reference relevant to the scope of work – 25 points • 4 Letters of Reference relevant to the scope of work – 10 points • 3 Letters of Reference relevant to the scope of work – 15 points • 2 Letters of Reference relevant to the scope of work – 10 points • 1 Letter of Reference relevant to the scope of work – 5 points <p>The letter must provide details of client in order for the KZNGFA to complete the reference checks. This information must also include, the name of the entity, designation of contact, contact person, contact number, a project implemented and implementation date.</p> <p>Letters must be on company letterhead, signed and dated. Letters must not be older than 5 years</p>	25
<p>TEAM CAPACITY AND EXPERIENCE</p> <p>Bidders are required to submit a detailed project team organogram clearly illustrating the proposed team structure for the duration of the assignment.</p> <p>Mandatory key roles</p> <ol style="list-style-type: none"> 1) Project lead (15 points) <ul style="list-style-type: none"> • Minimum 10 years of experience in implementation of credit risk management tool or similar. • PRINCE2, PMP, PMBOK or equivalent certification 2) Functional team lead (5) <ul style="list-style-type: none"> • Minimum 5 years of experience in credit risk modelling, ECL, risk-based pricing models or similar • Risk Management qualification/certification or equivalent 3) Technical team lead (5) <ul style="list-style-type: none"> • Minimum 5 years of experience in enterprise solution architecture, data integration and migration, ERP integration or similar. • ICT qualification/certification or equivalent 4) Change management & training lead (5) 	30

<ul style="list-style-type: none"> • Minimum 5 years of experience in system change management and training or similar • Change management/Training qualification/certification or equivalent. <p>Notes:</p> <ul style="list-style-type: none"> • Failure to provide an organogram will result in a score of Zero (0) • Failure to provide a CV in Annexure B format will result in a score of Zero (0) • Failure to provide copies of certificates will result in a score of Zero (0) 	
<p>METHODOLOGY AND APPROACH</p> <ol style="list-style-type: none"> 1) The methodology does not meet any of the requirements in the scope of work, or no methodology is provided (0 points) 2) The methodology partially meets the requirements. Limited understanding of the scope is demonstrated. The project approach is generic, lacks clear phase deliverables, detailed schedule, stage gates, risk register, quality assurance framework, or integrated training and handover plan. (10 points) 3) The methodology substantially meets most requirements. A recognised project management approach is provided with defined phases and deliverables. The proposal includes a project schedule with key milestones, stage gates, training and handover, data readiness, customisation, testing and a risk register with mitigation actions. Some elements may lack depth, integration, or detailed articulation. (20 points) 4) The methodology fully and comprehensively meets all requirements. It demonstrates a clear understanding of the scope and provides a structured, recognised methodology with defined phases, deliverables and formal stage gates. The schedule is detailed and realistic, with clear milestones and dependencies. Training, handover, data readiness, customisation, testing, risk management and quality assurance are fully integrated throughout the project lifecycle. (30 points) 	<p>30</p>
<p>TOTAL</p>	<p>100</p>

Note: Failure to obtain the minimum of 70% of the maximum score on functionality will result in disqualification from further evaluation. Bidders who obtain at least 70 points in stage 2 (Functionality) will proceed to Stage 3 (Demo Presentation)

STAGE 3 DEMO PRESENTATION

Bidders that meet the functionality/ technical criteria will be invited to give a demo presentation in order to assist the organisation to find a suitable Credit Risk solution. Bidders must achieve a minimum qualifying score of **70 points (70%)** in the presentation of a demo to be further evaluated Bidders must demonstrate their proposed solution by setting up a mock environment that allows KZNGFA representatives to walkthrough the functionality of the solution. The following key solution functionality must be demonstrated by the bidder:

Functional requirements	Weighted score
1. Credit Risk Rating <ul style="list-style-type: none"> • Automated scoring methodology (configurable models, internal & external data sources). • Support for multiple rating approaches (statistical models, expert judgement, regulatory-compliant scoring). • Integration with credit bureaus and financial data sources. • Historical rating data and trend analysis. • Stress testing & scenario analysis. 	15
2. Pricing <ul style="list-style-type: none"> • Automated risk-based pricing functionality. • Customisable pricing models (interest rates, fees, covenants based on risk profile). • What-if analysis to simulate impact of different assumptions. • Integration with financial models/ERP for end-to-end loan pricing. • 	15
3. Reporting & Analytics <ul style="list-style-type: none"> • Dashboards for portfolio risk monitoring. • Customisable regulatory and management reports. • Early warning indicators & exception reporting. • Export capabilities (Excel, PDF, BI tools). • Drill-down to client-level and portfolio-level insights. 	15
4. Integration & Workflow <ul style="list-style-type: none"> • Integration with existing core systems (ERP, document management, CRM). • Automated workflows for approvals, escalations and decisioning. • Audit trails & version control for compliance. 	20
5. Compliance & Security <ul style="list-style-type: none"> • Alignment with IFRS 9 and local regulatory requirements. • Role-based access control and data encryption. • Full auditability of decisions. 	15
6. User Experience & Support <ul style="list-style-type: none"> • Ease of use and intuitive dashboards. • Mobile/web-based access. • Vendor training and ongoing support model. 	20
TOTAL SCORE	100%

Note: Failure to obtain the minimum of 70% of the maximum score on functionality will result in disqualification from further evaluation. Bidders who obtain at least 70 points in stage 2 (Functionality) will proceed to Stage 3 (Pricing)

C.8 TAX CLEARANCE REQUIREMENTS

It is a condition of a bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. the bidder must be in good standing with SARS and such information will be verified through Central Supplier Database (CSD)
2. In bids where Joint Ventures/Sub-Suppliers/Partners are involved, each party must submit a separate valid Tax Clearance Certificate for their organization.
3. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

C.9 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 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.

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

C.10 DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Should the bidder desire to make any departures from, or modifications to this Request for Proposal or to qualify its bid in any way, it shall clearly set out its proposals hereunder or alternatively state them in a covering letter attached to its bid and referred to hereunder, failing which the bidder shall be deemed to be unqualified and conform exactly with the requirements of this Request for Proposal.

If no departures or modifications are desired, the Schedule hereunder is to be marked "NIL" and signed by the bidder.

Unless otherwise specified specifically and stipulated in writing, the Contract constitutes the sole memorial of the Contract between the parties and any terms and conditions forming part of the bidder's Bid or other documentation shall not form part of the Contract and shall be of no force or effect.

PAGE NUMBER	CLAUSE NUMBER	DEVIATION

SIGNATURE OF BIDDER

DATE

C.11 BID SUMMARY AND DETAILS

We the undersigned submit this bid in accordance with the conditions contained in the referenced RFP document and attach the documents required:

No.	Description in detail	Documents Attached
A. Commercial Documents		(Yes/ No/ N.A.)
1.	Deviations from Request for Proposal	
2.	Covering letter	
3.	Entire Bid Document	
4.	CC or Company Registration Documents or copy of ID if sole propriety	
5.	In good standing with SARS and such information will be verified through Central Supply Database (CSD);	
6.	BBBEE Certificate/Affidavit	
7.	Declaration of Interest and Declaration of past SCM Practices	
8.	Joint Venture Agreement where applicable	
9	Evidence of Compulsory Site Briefing Session	
B. Technical Documents		
10	Proposal: Detailing Company Profile	
11	Contactable reference letters where the bidder has rendered similar service	
12	Capacity of the bidder – CV's and qualifications of resources	
13	Methodology and Approach	

Name

Date

Signature

C.12 GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - 7.4 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - 7.5 a cashier's or certified cheque
- 7.6 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a

national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- i. the name and address of the supplier and / or person restricted by the purchaser;
 - ii. the date of commencement of the restriction
 - iii. the period of restriction; and
 - iv. the reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

- i. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- ii. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

C.13 SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. CONTRACT PERIOD

1.1 The contract duration will be 36 months (3 years)

2. CONTRACT VALIDITY

2.1 The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

2.2 Validity is counted in working days from the closing date of the submission of bids.

Curriculum Vitae

1. Role

Name and Surname	
Current Job Title	
Project Role for KZNGFA (e.g. Process Analyst)	

2. Relevant Qualifications/Certifications

Qualification	Institution	Year Obtained	Expiry Date (if any)

3. Relevant Experience

Company Name	Position	Key responsibility	Start Date	End Date

4. References

Name	Company Name	Position	Relationship

NAME OF
BIDDER: _____

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

Service providers are required to submit a proposal for all services outlined in the Scope of work. The costs for the service provider's proposal should be submitted in a separate document in line with the Scope of Work identified. It is the responsibility of the Bidder to ensure the accuracy of the pricing as part of the response.

When completing the Pricing please take note of the following:

Costs should include all costs for services on the Pricing Proposal and should include the following:

- All pricing (software, license fees, professional fees, annual maintenance fees, training, installation, documentation, support, etc.) to be quoted in South Africa Rand.
- Annual increases must not exceed CPI related to the specific year. All prices should be exclusive of VAT.
- Disbursement will be negotiated during contract in line with PFMA or National Treasury Regulations.
- Payments must consider the milestones completed in the project.

Price and BEE (BEE Level contributor, ownership, executive management)

AUTOMATED CREDIT RISK RATING, PRICING AND APPLICATION	DURATION	UNIT PRICE	TOTAL PRICE
<ul style="list-style-type: none"> • Implementation of the Credit Platform • Training after implementation for all users 	Not more than 6 to 12 months		
Support and maintenance	36 Months		
Licensing	36 Months		

Hosting	36 Months		
Migration and handover of data to KZNGFA at the end of the contract	Once-off		
VAT			
TOTAL			