KZNERA

KWAZULU-NATAL ECONOMIC REGULATORY AUTHORITY

KWAZULU-NATAL ECONOMIC REGULATORY AUTHORITY

REQUEST FOR QUOTATION
QUOTATION BIDDING DOCUMENT

APPOINTMENT OF AN ACCREDITED SERVICE PROVIDER TO SUPPLY THE SERVICES OF A FULLY OPERATIONAL PAYMENT GATEWAY SOLUTION FOR INTEGRATION WITH THE ELMS ONLNE PORTAL SYSTEM

QUOTATION NUMBER: REQ1040-0708-ICT- PAYMENT GATEWAY

REQUEST FOR QUOTATION

ACTIVITY	DATES & TIME
Quotation Invitation Date	07/08/2026
Quotation Closing Date	24/08/2026
Quotation Closing Time	16:00 PM

Kindly provide a formal quotation for the following items:

NO	ITEM DESCRIPTION
1	**APPOINTMENT OF AN ACCREDITED SERVICE PROVIDER TO SUPPLY THE SERVICES OF A FULLY OPERATIONAL PAYMENT GATEWAY SOLUTION FOR INTEGRATION WITH THE ELMS ONLNE PORTAL SYSTEM**
	Refer to the attached Terms of Reference

Instructions:

1. All suppliers must be registered on the National Treasury Central Supplier Database.
2. Central Supplier Database Number must be included on the quotation.
3. The quotation must be on the supplier's letterhead.
4. This request for quotation is subject to Terms and Conditions as prescribed by the Preferential Procurement Regulations 2022 issued in terms of the PPPFA.
5. Quotations must be submitted electronically to the following e-mail address: era-quotes@kznera.org.za and copied to kzngbbfinance@gmail.com
6. The BBBEE certificate/sworn affidavits must be submitted electronically with all quotations.
7. To claim preference points, the Specific Goals table below on **SBD 6.1** must be completed, and the relevant supporting evidence must be submitted. Failure to complete the table and to submit the supporting evidence will result in no preference points being awarded.
8. Prices must be inclusive of all applicable taxes.
9. Quotations must be valid for **60 working days** after the closing date.
10. Late submissions will not be considered.
11. All SBD Forms must be completed in full for all quotations.
12. KZNERA will not be responsible for emails that exceed the **maximum capacity of 20MB**, the onus lies with the bidder to ensure the email is received before closing date and time.

SCM Enquiries: Faheem.Mahomed@kznera.org.za / Nonhlanhla.Blose@kznera.or.za
era-quotes@kznera.org.za / kzngbbfinance@gmail.com
033 345 7400/ 031 302 0600

SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KZN ECONOMIC REGULATORY AUTHORITY					
BID NUMBER:	**REQ1040-0708**	CLOSING DATE:	**24/08/2026**	CLOSING TIME:	**16:00 PM**
DESCRIPTION	**APPOINTMENT OF AN ACCREDITED SERVICE PROVIDER TO SUPPLY THE SERVICES OF A FULLY OPERATIONAL PAYMENT GATEWAY SOLUTION FOR INTEGRATION WITH THE ELMS ONLNE PORTAL SYSTEM**				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**FAHEEM MAHOMED**	CONTACT PERSON	**SHERWIN CHARLES**
TELEPHONE NUMBER	**033 345 2714 / 061 078 8600**	TELEPHONE NUMBER	**033 345 2714**
E-MAIL ADDRESS	Faheem.Mahomed@kznera.org.za era-quotes@kznera.org.za kzngbbfinance@gmail.com	E-MAIL ADDRESS	Sherwin.charles@kznera.org.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

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

DATE: …………………………………………...

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES ON EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

SERVICE PROVIDERS MUST PROVIDE A SEPARATE QUOTE ON A COMPANY LETTER HEAD.

Name of bidder……………………………………	Quotation number: **REQ1040-0807**
Closing Time: **16:00PM**	Closing date**:** **24/08/2026**

OFFER TO BE VALID FOR 60 WORKING DAYS FROM THE CLOSING DATE OF BID.

1. **Pricing model**
    - The bidder must provide a fully transparent and comparable pricing model.
    - All costs must be clearly separated into the following categories:
2. **Implementation and set up costs**
    - Platform setup and onboarding fees
    - Integration and API implementation costs
    - Configuration and customization costs
    - Testing and UAT support
    - Data migration (if applicable)
    - Training and user enablement
    - Project management and implementation services
    - Go-live and stabilisation support
3. **Transaction Fees, Recurring Costs, Settlement and Bank Charges, Support Fees**
    - ALL Fees and Any other recurring costs must be clearly stated as percentage, fixed fee, or any other costing structure being used.
4. **Pricing**
   Hidden or Ancillary Costs
    - Bidders must disclose any additional costs not specifically listed above.
5. **Declaration**
    - The bidder shall disclose all applicable costs associated with the proposed solution. Any cost not explicitly disclosed in the bidder's proposal but later determined to be necessary for full solution implementation and operation may be deemed to be included in the submitted pricing.

For **evaluation purposes**, bidders shall base their pricing on the following estimated annual transaction volumes:

Transaction Type	Estimated Annual Volume
Debit Card Transactions	33.33% of annual transaction value
Credit Card Transactions	33.33% of annual transaction value
EFT Transactions	33.33% of annual transaction value
Refund Transactions	120
Average Transaction Value	7200
Estimated Annual Transaction Value	R 42 000 000

ALL PROPOSED COSTINGS MUST BE COMPLETED IN THE FORMAT BELOW

These figures are provided for **EVALUATION PURPOSES** only and do not constitute a guaranteed minimum volume.

IMPLEMENTATION AND SETUP COSTS			
ITEM	**DESCRIPTION**	**PRICING MODEL**	**COST (VAT INCLUSIVE)**
Initial setup fee	Platform setup and onboarding	Once-off per implementation	
Integration costs	API and system integration	Per integration	
Configuration costs	Custom configurations	Per configuration	
Testing and UAT support	User acceptance testing support	Per implementation	
Data migration	Migration of existing payment data (if applicable	Per migration	
Training	User and administrator training	Per training session	
Project management	Implementation project management	Per project	
Other implementation costs	Specify		
Total Implementation fee (A)			
TRANSACTION FEES			
TRANSACTION TYPE	**PRICING MODEL**	**ESTIMATED VOLUME**	**COST FEE (VAT INCLUSIVE)**
Debit card transactions	% / fixed fee		
Credit card transactions	% / fixed fee		
EFT transactions	% / fixed fee		
Wallet/mobile money transactions	% / fixed fee		
International card transactions	% / fixed fee		
Recurring payments	% / fixed fee		
Total Estimated transaction Fee (B)			
REFUND/CHARGEBACK FEES	**PRICING MODEL**	**ESTIMATED VOLUME**	**COST (VAT INCLUSIVE)**
Transaction Type			
Refund Processing	Per Transaction		
Chargebacks	Per incident		
Failed transactions	Per transaction		
Total Estimated refund/chargeback fees (C)			

MONTHLY / RECURRING COSTS	PRICING MODEL		COST (VAT INCLUSIVE)
Platform license fee	Per month		
Gateway subscription fee	Per month		
Support and maintenance	Per month		
Fraud management tools	Per month		
Reporting module	Per month		
Additional user licenses	Per month		
API access fees	Per month		
Other recurring costs	Per month		
Total Monthly Cost			
Annual cost (Total monthly cost x12) (D)			
OPTIONAL SERVICES	**PRICING MODEL**		**COST (VAT INCLUSIVE)**
Additional payment methods	Per payment method		
Custom development	Per development hour/project		
Enhanced fraud tools	Per month		
Additional integrations	Per integration		
Advanced analytics/reporting	Per month		
Total cost optional services (E)			
SUPPORT COSTS			**COST (VAT INCLUSIVE)**
24/7 support	Per month		
Dedicated account manager	Per month		
Onsite support	Per day		
Emergency support	Per incident		
TOTAL SUPPORT COSTS (F)			

Total Costs for Evaluation purposes only = Implementation Cost (A) + estimated transaction fees (B) +estimated refund/chargeback fees (c) + Total monthly fees x12 (D) + optional services (E) +support costs (F)

	R
Implementation and Set up Cost (A)	
Total Estimated transaction fee (B)	
Total estimated refund/chargeback fees (c)	
Annual cost (Total monthly cost x12) (D)	
optional services (E)	
Support costs (F)	
TOTAL COSTS FOR EVALUATION PURPOSES ONLY	

Required by: ASAP

At: KZNERA

Does the offer comply with the specification(s)? YES / NO (SELECT APPROPRIATE OPTION)

If not to specification, indicate deviation(s) ………………………………………………………..…………….

Period required for delivery ……………………………………………………………….…………….

Delivery: FIRM / NOT FIRM (SELECT APPROPRIATE OPTION)

Delivery basis ……………………………………………………………………………..…………….

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

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 interest[1] 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:

………..

………

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:

……
……

[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 consortium[2] 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.

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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**

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

b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

DETAILS	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:

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)}$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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 bid the bidder will be allocated points based on the goals stated in the table below and may be supported by proof/ documentation stated in the same table.

*****Note to tenderers: The tenderer must indicate the number of points claimed in respect of the specific goals below.**

Failure to complete the table and to submit the supporting evidence will result in no preference points being awarded.

The specific goals allocated points in terms of this tender	Supporting Evidence required	Maximum Number of points allocated (80/20 system)	Tenderer to complete
BLACK WOMEN OWNERSHIP	• Valid B-BBEE Certificate (SANAS) or • Valid Sworn Affidavit; • Identity Documents. • CSD report; or • CIPC Documents	15	
YOUTH	• Valid B-BBEE Certificate (SANAS) or • Sworn Affidavit; • CSD report; or • CIPC Documents	5	
Maximum points		20	

The following formula must be applied to calculate the number of points for women/youth equity ownership

$$NEP = NOP \times \frac{EP}{100}$$

Where:NEP = Points awarded for women/youth equity ownership

NOP = The maximum number of points awarded for women/youth equity ownership

EP = The percentage of women/youth equity ownership

It is compulsory for bidders to substantiate that they meet the above specific goals requirements by submitting the following evidence:

(i) Copy of Enterprise Registration Certificate from Companies and Intellectual Property Commission (CIPC).

(ii) B-BBEE Certificate or Sworn Affidavit, **failure to submit the valid B-BBEE certificate or sworn affidavit as listed shall be interpreted to mean that the points for specific goals are not claimed**:

The B-BBEE certificate or sworn affidavit must

(a) indicate the black ownership percentage

(b) be valid for a period of 12 months from the date signed by commissioner.

(c) The B-BBEE certificate must be issued by a SANAS accredited verification agency; or
(d) A sworn affidavit must be on an accredited template issued by the DTI/CIPC for both EME or QSE,
(e) A duly completed sworn affidavit signed by the deponent and commissioned by the authorized commissioner of oaths. The sworn affidavit must indicate the date, month and year on which the annual total revenue is based on and the level of black ownership that is claimed,
(f) Bidders must ensure that the correct sworn affidavit for the Financial Sector are submitted.
(g) A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level certificate.

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.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…………………………………………………………………….

4.4. Company registration number: …………………………………………………………...

4.5. Number of Full Time Employees…………………………………………… (evidence to be provided as per table above)

4.6. Annual Turnover for last financial period ……………………………………………….

4.7. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.8. 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: ……………………………………………………

……………………………………………………

AUTHORITY TO SIGN A BID

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

<table>
<tr><th>(I)

CLOSE CORPORATION</th><th>(II)

COMPANIES</th><th>(III)

SOLE PROPRIETOR</th><th>(IV)

PARTNERSHIP</th><th>(V)

CO-OPERATIVE</th><th colspan="2">(VI)

JOINT VENTURE / CONSORTIUM</th></tr>
<tr><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td><td rowspan="2"></td><td>Incorporated</td><td></td></tr>
<tr><td>Unincorporated</td><td></td></tr>
</table>

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.

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(If the space provided is not enough, a separate list should be attached)

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: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)……….……………………………………………..………………..……. in accordance with the requirements and specifications stipulated in bid number……….……………………………………………………... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)………………………………………….

CAPACITY………………………………………….

SIGNATURE………………………………………….

DATE…………………………………………..

WITNESSES	
1.	……………………
2.	……………………
DATE:	…………………….

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.

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

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

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or 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;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

KZNERA

KWAZULU-NATAL ECONOMIC REGULATORY AUTHORITY

TERMS OF REFERENCE:

KWAZULU-NATAL ECONOMIC REGULATORY AUTHORITY

REQUEST FOR QUOTATION

APPOINTMENT OF AN ACCREDITED SERVICE PROVIDER TO SUPPLY THE SERVICES OF A FULLY OPERATIONAL PAYMENT GATEWAY SOLUTION FOR INTEGRATION WITH THE ELMS ONLNE PORTAL SYSTEM

Project Leader:

Name:

Designation:

Name of Directorate:

Signature: ____________________

Date: ______________________

Manager/ Supervisor (Recommendation)

Name:

Designation:

Signature: ______________________

Date: ______________________

Head of Directorate

I have personally checked this document for consistency and quality

Name: V Ramdas

Designation: Chief Financial Officer

Signature: ________________________________

Date: 07/08/2026

TABLE OF CONTENTS

2. Definitions of Acronyms/Glossary

KZNERA or ENTITY	KwaZulu-Natal Economic Regulatory Authority
POS	Portable Point of Sale device
EFT	Electronic Funds Transfer
CNP	Card Not Present
EMV	Europay, Mastercard and Visa
3DS	Three-Domain Secure (EMV 3DS)
PCI DSS	Payment Card Industry Data Security Standard
PCI PTS	Payment Card Industry PIN Transaction Security
PASA	Payments Association of South Africa
SARB	South African Reserve Bank
NPS	National Payment System
PFMA	Public Finance Management Act
POPIA	Protection of Personal Information Act
FICA	Financial Intelligence Centre Act
ECTA	Electronic Communications and Transactions Act
ISO	International Organization for Standardization
SABS	South African Bureau of Standards
SANS	South African National Standards
SD-WAN	Software-Defined Wide Area Network
MFA	Multi-Factor Authentication
API	Application Programming Interface
MIS	Management Information System
SLA	Service Level Agreement
BCP	Business Continuity Plan
DR	Disaster Recovery
CPI	Consumer Price Index
SCM	Supply Chain Management
AGSA	Auditor-General of South Africa
PA-DSS	Payment Application Data Security Standard
SSF	PCI Software Security Framework
AML	Anti-Money Laundering
KYC	Know Your Customer
PII	Personally Identifiable Information
DR Site	Disaster Recovery Site
Linux OS	Linux Operating System (Ubuntu-based NaTIS environment)

3. Background Information

The KwaZulu-Natal Economic Regulatory Authority (Herein referred to as KZNERA) is a Schedule 3C public entity established under the KwaZulu-Natal Economic Regulatory Authority Act, 2024. In June 2024, the former KZN Liquor Authority merged with the KZN Gaming and Betting Board to form KZNERA, expanding its mandate to encompass the regulation of both the liquor and gambling industries in KwaZulu-Natal Province.

KZNERA’s core legislative mandate includes, *inter alia,* the following areas:

- Processing and issuing liquor licences (new applications, renewals, transfers, amendments, special events permit)
- Regulating micro-manufacturer licences
- Processing secondary applications (structural alterations, offsite storage, change of manager, tasting licences)
- Administering objections, appeals, and compliance enforcement
- Regulating gambling and gaming activities (post-merger)

4. Purpose

KZNERA seeks to appoint a suitably qualified, compliant, and technically capable Service Provider to supply, implement, and support a secure payment gateway solution to facilitate electronic payment processing across KZNERA's digital licensing platform. The contract period is for TWELVE (12) months.

5. Objective

The objective of this engagement is to:

- Enable secure online electronic payment processing;
- Improve customer payment experience;
- Enhance reconciliation and reporting;
- Ensure compliance with applicable financial and data protection regulations;
- Provide scalable and reliable payment processing infrastructure.
- Increase public accessibility,
- Increase revenue collection efficiency.
- Ensure improved auditability and financial governance

6. Scope of Work

The selected service provider shall, at a minimum, provide the following:

6.1 Payment Processing Services

6.1.1 Core Payment Gateway Functionality

- Provide a secure hosted payment gateway platform
- Support tokenisation capability
- Support refunds, reversals, and chargeback handling
- Integration with organisation systems and banking partners

6.1.2 Payment Channels

- API-driven payment processing
- Web-based payments

6.1.3 Payment Methods Supported

- Card payments (Visa, Mastercard, etc.)
- EFT/bank transfer capability
- Instant payment methods

6.1.4 Transaction Types

6.1.4.1 Transaction Lifecycle and Exception Management

The solution must provide a structured transaction lifecycle management engine that includes automated exception handling.

The system must:

- Define clear transaction states including **initiated, pending, successful, failed, reversed, and recovered**;
- Provide automated retry and recovery mechanisms for failed or incomplete transactions where applicable;
- Ensure prevention of duplicate billing and double processing through approved controls;
- Provide structured exception queues with categorisation (technical, financial, fraud, settlement-related);
- Support configurable escalation workflows with approval hierarchies;
- Maintain full audit trails for all exception handling activities;
- Enforce role-based access controls for exception overrides and manual intervention

6.1.4.2 Refund Governance and Approval Controls

The solution must implement a controlled refund approval framework, including:

- Configurable approval workflows for full and partial refunds based on value thresholds or user roles;
- Defined refund processing timelines (T+0 / T+1 or as determined by KZNERA);

- Prevention of manual or out-of-system refunds outside approved workflows;
- Full traceability linking refunds to original transactions and user actions;
- Audit logging of approval, initiation, and completion of refund actions.

6.1.4.3 Chargeback Management and Dispute Tracking

The solution must support the management, tracking, and administration of chargebacks and payment disputes through integration with acquiring banks and payment service partners.

The system must:

- Support the receipt and tracking of chargeback notifications and status updates from acquiring banks and payment partners;
- Provide defined chargeback workflow stages, including **notification, review, evidence preparation, submission tracking, resolution, and closure**;
- Enable the identification, flagging, and monitoring of transactions associated with active chargebacks or disputes;
- Provide document management capabilities for the storage, retrieval, and tracking of supporting evidence and dispute-related documentation;
- Maintain traceability between chargebacks, original payment transactions, and all related user actions;
- Generate alerts and notifications for chargeback response deadlines and outstanding actions;
- Provide reporting and dashboards on chargeback volumes, statuses, response timelines, and outcomes;
- Maintain a full audit trail of all chargeback-related activities, submissions, status changes, and resolutions;
- Support integration with reconciliation and financial reporting processes for chargeback monitoring and reporting purposes.

6.1.5 Merchant Account Requirements

KZNERA will procure and maintain its own merchant account(s) and acquiring banking facilities.

The proposed solution must support integration with KZNERA's nominated merchant account(s) and acquiring bank(s) and must not require KZNERA to utilise merchant facilities provided by the bidder as a condition of service.

The solution must:

- Support card-present and card-not-present (online) payment transactions;
- Support integration with KZNERA's nominated acquiring bank(s) and merchant account(s);
- Support automated refunds, reversals, and transaction status updates;
- Provide full end-to-end transaction traceability from payment initiation through settlement, refund, reversal, or chargeback;
- Provide real-time transaction notifications and status visibility;
- Ensure that all transaction data is retained and made available to KZNERA for operational, reconciliation, reporting, and audit purposes;
- Support the secure and controlled handling of EFT transaction reference corrections where incorrect, incomplete, or erroneous references were captured outside the online payment interface;
- Maintain comprehensive audit trails for all transaction-related activities, including adjustments, reversals, and administrative actions.

All funds processed on behalf of KZNERA must be settled directly into KZNERA's nominated bank account(s) in accordance with the agreed settlement cycle.

KZNERA shall remain the owner of all transaction records, settlement data, reporting data, and payment proceeds generated through the solution.

6.1.6 Settlement Requirements

The proposed solution must support the automated settlement of all successfully processed transactions into KZNERA's nominated bank account(s).

Settlement must occur within a **maximum settlement cycle of T+2 business days** from the transaction date.

Bidders may propose accelerated settlement options, including T+1 settlement, and must clearly indicate any costs, dependencies, or restrictions associated with such options.

For the purposes of this bid:

- **T** refers to the transaction date;
- **T+1** refers to settlement on the next business day after the transaction date;

- **T+2** refers to settlement within two business days after the transaction date.

The solution must provide:

- Automated settlement processing;
- Real-time or near-real-time settlement status visibility;
- Settlement notifications for completed settlement events;
- Settlement reporting and reconciliation outputs;
- Traceability between transactions, settlements, refunds, reversals, and chargebacks;
- Integration with reconciliation and financial reporting processes.

6.1.7 Settlement Configuration Requirements

Bidders must clearly specify and document the following:

- Standard settlement cycle applicable to each supported payment method;
- Settlement cycle variations based on acquiring bank, card scheme, or payment channel;
- Daily settlement processing cut-off times;
- Weekend and public holiday settlement processing rules;
- Treatment of refunds, reversals, chargebacks, and related financial adjustments;
- Settlement notification mechanisms and delivery methods;
- Settlement reporting and reconciliation outputs available to KZNERA;
- Any accelerated settlement options available, including associated service fees or charges;
- Dependencies, constraints, or operational requirements relating to settlement processing;
- Service Level Agreements (SLAs) applicable to settlement processing and exception handling.

6.1.8 Data Ownership and Governance

All transactional data, customer information, reconciliation records, payment references, audit logs, and associated metadata generated through the solution shall remain the sole property of KZNERA.

The provider must not hold, reuse, or commercialise any KZNERA transactional data outside the scope of this agreement.

6.1.9 Future Enhancements

The solution must support future payment innovations including:

• Pay Shap or similar instant payment rails;
• Biometric authentication-based payments;
• Emerging digital wallets and payment technologies;
• Open banking and API-driven payment ecosystems.

6.2 Security and Compliance

The service provider must maintain full compliance with applicable financial, security, and data protection standards including, but not limited to, PCI-DSS, PCI PTS, ISO/IEC 27001, POPIA, ECTA, PFMA, SARB directives, and applicable PASA rules.

The solution must implement end-to-end security controls across all payment processing, integration, and data handling components, including:

6.2.1 Data Protection and Encryption

- Ensure encryption of sensitive payment data at rest using industry-standard encryption methods;
- Ensure encryption of data in transit using TLS 1.2 or higher
- Implement secure key management practices, including controlled key storage, access, and rotation;
- Ensure protection of cardholder and personal data in line with POPIA requirements.

6.2.2 Access Control and Authentication

• Implement role-based access control (RBAC) to restrict system functions based on user roles;
• Enforce multi-factor authentication (MFA) for all administrative and privileged access;
• Ensure segregation of duties across financial, operational, and technical system functions;
• Maintain access logs for all user activities within the system.

6.2.3 Audit Logging and Monitoring

• Provide immutable audit logs of all transactions, system events, and administrative actions;
• Ensure audit logs include user identity, timestamp, transaction reference, and action performed;
• Support real-time monitoring of transactions, security events, and system anomalies;
• Ensure logs are protected against tampering or unauthorised modification;
• Provide audit trail capability for compliance, reconciliation, and forensic review purposes.

6.2.4 Fraud Prevention and Transaction Monitoring

Implement fraud detection and monitoring tools including behavioural analytics and transaction monitoring;
• Provide real-time fraud alerts and blocking capabilities where risk thresholds are exceeded;
• Ensure fraud decisions and overrides are fully logged and auditable.

6.2.5 Security Testing and Compliance Assurance

• Ensure continuous compliance with PCI DSS Level 1 certification requirements;

• Maintain documented security policies aligned with ISO/IEC 27001 standards;

• Ensure compliance with regulatory requirements issued by SARB, PFMA, and relevant financial authorities.

6.3 Reporting Functionality (MIS and Operational Reporting)

The system must provide:

• Real-time transaction monitoring dashboards;

• Daily, weekly, and monthly statements (detail and summary);

• Settlement and reconciliation reports aligned to bank processing cycles;

• Audit trail reporting covering all transactions, adjustments, and system actions;

• Downloadable report formats including CSV, XML, XLSX, and PDF;

• API-based reporting capability for integration with KZNERA financial and or custom licensing systems.

6.3.1 Three-Way Reconciliation Capabilities

The system must support three-way reconciliation between the Payment Gateway, Merchant Account, and KZNERA’s bank account.

The reconciliation process must:

• Operate on an automated daily cycle, with configurable frequency where required;
• Clearly define the system of record for reconciliation purposes;
• Detect and flag reconciliation mismatches, exceptions, and anomalies;
• Prevent unauthorised modification of reconciliation results or matched records;

6.3.2 Settlement and Reporting Integration

The system must ensure full alignment between reconciliation outputs and settlement reporting, including:

• Visibility of settlement status per transaction (pending, settled, failed, reversed);

• Reconciliation of settlement files against actual bank deposits;

• Mapping of settlement cycles (T+0 / T+1 / T+2 or as configured);

• Identification of unmatched or delayed settlement items;

• Generation of settlement confirmation and exception reports;

• Tracking of chargebacks, refunds, and reversals within reconciliation outputs.

6.3.3 Data Integrity and Auditability

All reporting and reconciliation data generated through the system shall:

• Remain consistent across all system components (gateway, merchant account, bank, and reporting layer);

• Be fully traceable from original transaction through to final settlement and reconciliation outcome;

• Include immutable audit trails capturing all transaction and reconciliation events;

• Be protected against unauthorised alteration or deletion;

• Remain the sole property of KZNERA, with no external reuse or commercialisation permitted by the service provider.

6.4 Service levels and support

6.4.1 Service Availability and SLA Requirements

- The service provider must provide comprehensive service level, operational support, and incident management services to ensure continuous availability, reliability, and performance of the payment solution.
- The support services must cover all components of the solution, including the payment gateway, merchant account integration, settlement processes, reconciliation functions, reporting systems, and ALL associated APIs.
- The solution must provide a defined uptime commitment of not less than 99.95% for the payment gateway and associated services;
- Clearly defined Service Level Agreements (SLAs) must be provided for system availability, response times, and resolution times;
- SLAs must include differentiated severity levels (Critical, High, Medium, Low) with corresponding response and resolution timelines;

6.4.2 Technical Support and Incident Management

• The service provider must provide 24/7/365 technical support and incident management;

• Support must be structured across tiered levels (L1, L2, L3 escalation model);

• All incidents must be logged, tracked, and resolved within defined SLA timelines;

• Incident management must include root cause analysis and corrective action reporting for critical incidents;

6.4.3 Escalation Management

• A formal escalation matrix must be provided with defined escalation levels, contacts, and response timelines;

• Escalation procedures must include both technical and business escalation pathways;

• All escalations must be time-stamped and tracked through to resolution;

• Repeated or critical incidents must trigger formal service review processes.

6.4.4 Account Management and Governance

• A dedicated Account Manager must be assigned to KZNERA;

• The Account Manager must provide operational oversight, service coordination, and escalation management;

• Regular service review meetings must be held to assess performance against SLA commitments;

• Governance reporting must include service performance, incident trends, and system health summaries.

6.4.5 Monitoring, Availability and Continuity

• The provider must ensure real-time monitoring of all transactions, settlements, reconciliation processes, and system performance;

• The solution must include Disaster Recovery (DR) and Business Continuity (BCP) capabilities;

• DR and BCP plans must ensure minimal disruption to payment processing and settlement functions;

• Failover and recovery procedures must be tested regularly and documented;

• The system must support continuous transaction processing monitoring, including failure, settlement, and reconciliation events.

6.5 Training and Documentation

The service provider must provide comprehensive training, documentation, and knowledge transfer to ensure that KZNERA personnel are fully equipped to operate, manage, and support the payment gateway solution, including all associated modules such as settlement, reconciliation, reporting, fraud management, and system administration.

6.5.1 User Training

• The provider must deliver structured training for operational, finance, compliance, and technical users;

• Training must cover end-to-end system usage, including payment processing, refunds, reconciliation review, reporting, and exception handling;

• Training must be role-based, ensuring users are trained according to their system access level and responsibilities;

• Training must include practical, hands-on sessions using the sandbox/testing environment.

6.5.2 Administrator and Technical Training

• The provider must provide in-depth training for system administrators and technical support personnel;

• Training must cover system configuration, user management, integration monitoring, reporting tools, and troubleshooting;

• Technical training must include API usage, system logs interpretation, and incident handling procedures;

• Knowledge transfer must enable KZNERA to perform basic system administration and first-line support functions where applicable.

6.5.3 Training Materials and Knowledge Transfer

- The provider must supply comprehensive training materials including user manuals, quick reference guides, and system documentation;

• All documentation must be updated to reflect system configuration and final deployed solution;

6.5.4 Documentation Requirements

The service provider must provide full technical and operational documentation, including:

• System architecture documentation;

• API integration documentation (including endpoints, authentication, and error handling);

• Configuration and system setup guides;

• Security configuration and compliance documentation;

• Reporting and reconciliation process documentation;

6.6 Implementation and Project Governance

An implementation plan must be submitted with each phase and must include timelines, dependencies, and responsible resources;

The methodology must clearly demonstrate how risks, delays, and system dependencies will be managed.

The service provider must appoint a dedicated Project Manager responsible for overall implementation delivery;

A formal project governance structure (risks, delays, key-dependencies) must be established between KZNERA and the service provider;

Weekly project progress reporting must be provided to KZNERA during implementation.

6.6.1 System Integration and Deployment

• The implementation must include full integration with KZNERA’s existing systems and banking partners;

• The provider must configure and deploy secure API-based integration (REST APIs);

• A sandbox/testing environment must be used for all integration and pre-production testing activities;

• The deployment must include controlled migration of configurations, rules, and system parameters into production;

• The provider must ensure all integrations are fully tested prior to go-live.

6.6.2 Testing and Quality Assurance

• The implementation must include structured testing phases, including unit testing, system integration testing, and user acceptance testing (UAT);

• The provider must support KZNERA during UAT and resolve all defects identified prior to go-live;

• Performance, security, and load testing must be conducted to validate system readiness;

• No system shall be deployed into production without formal UAT sign-off by KZNERA Chief Financial Officer.

6.6.3 Go-Live and Stabilisation Support

• The provider must provide full go-live support during system cutover to production;

• Hypercare support must be provided for a defined post-implementation stabilisation period;

• The provider must monitor system performance, transaction flows, settlement processing, and reconciliation accuracy during stabilisation;

• Any critical defects identified during go-live must be resolved within agreed SLA timelines.

6.6.4 Risk, Issue and Change Management

• The provider must maintain a formal risk and issue register throughout implementation;

• All risks must be tracked, mitigated, and escalated where necessary;

• A structured change control process must be implemented for any scope, system, or configuration changes;

• All changes must be approved by KZNERA prior to implementation.

6.7 Maintenance and Upgrades

6.7.1 System Maintenance and Support

• The provider must perform ongoing corrective, preventive, and adaptive maintenance of the platform;

• All system defects, bugs, and performance issues must be resolved within agreed SLA timeframes;

• Maintenance must include monitoring of transaction flows, settlement processes, reconciliation accuracy, and reporting outputs;

• The provider must ensure minimal disruption to live payment operations during maintenance activities;

• All maintenance activities must be logged, tracked, and auditable.

6.7.2 Security and Compliance Updates

• The provider must ensure continuous compliance with PCI DSS, PCI PTS, ISO/IEC 27001, POPIA, ECTA, PFMA, SARB directives, and PASA rules;

• The provider must conduct regular vulnerability assessments and penetration testing;

• All compliance updates must be documented and communicated to KZNERA.

6.7.3 System Upgrades and Enhancements

• The provider must ensure any system updates /upgrades maintain all relevant security and compliance standards

• The provider must ensure backward compatibility or managed migration for all upgrades;

• All upgrades must be tested in a sandbox environment prior to production deployment;

7. Deliverables

The service provider shall deliver the following:

7.1. Core Platform Delivery

• Fully operational PCI DSS compliant payment gateway platform

• Integration and configuration of the payment gateway across all defined payment methods, transaction types, and APIs

7.2. Merchant Account Integration Support

• Support integration of the payment gateway with the merchant account and acquiring banking facilities procured by KZNERA under a separate banking services arrangement.

• Configure and test secure connectivity between the payment gateway, merchant account, acquiring bank, and KZNERA systems.

• Provide technical assistance, documentation, and support required for integration testing and production deployment.

• Ensure compliance with all applicable security requirements for payment processing and transaction transmission.

7.3. System Integration & Configuration

• Integration services with KZNERA's existing systems and banking partners

• API configuration and sandbox environment setup

• Technical support during integration and go-live phases

7.4. Settlement & Financial Processing

• Support and visibility of settlement cycles configured through KZNERA's acquiring banking arrangements.

- Provide settlement monitoring, reporting, and notification capabilities.
- Provide end-to-end settlement traceability from payment initiation through settlement confirmation.

7.5. Automated Reconciliation & Financial Controls

• Configuration of automated three-way reconciliation (Payment Gateway, Merchant Account, Bank Account)
• Exception handling workflows for mismatches and failed transactions
• Audit-ready reconciliation reporting and transaction traceability outputs

7.6. Reporting & MIS Deliverables

• Real-time transaction monitoring dashboards

• Automated daily, weekly, and monthly reporting outputs

• Settlement and reconciliation reports

• Audit trail reporting (transaction-level visibility)

• Exportable reports in CSV, XML, XLSX, and PDF formats

• API-based reporting integration

7.7. Testing & Quality Assurance

• System Integration Testing (SIT)

• User Acceptance Testing (UAT)

7.8. Security & Compliance Deliverables

• PCI DSS Attestation of Compliance (AOC)
• Security architecture and compliance documentation
• Must ensure compliance with ISO/IEC 27001, POPIA, ECTA, PFMA, SARB, and PASA requirements

7.9. Training & Knowledge Transfer

• User training for Finance, and technical teams

• Administrator training and knowledge transfer sessions

• Technical and user documentation (including API documentation)

7.10. Service Levels

• SLA documentation including uptime commitments, response times, and escalation procedures

• Dedicated Account Manager

• 24/7 Technical support

• Fully operational Incident management system

7.11. Disaster Recovery & Business Continuity

• Service provider to ensure a fully operational DR and tried and tested BCP, clearly outlining RTO and RPO targets

7.12. Go-Live & Stabilisation

• Service provider to provide support throughout KZNERA's "go-live" deployment phase

• Provide post-implementation stabilisation status monitoring and reporting

7.13. Maintenance & Ongoing Support

• Service provider to ensure fully documented release management processes (ie.version control)

7.14. Data Ownership

• Full data export capability (transaction history, reconciliation, audit logs)

• Assurance that no KZNERA transactional data will be retained or commercialised beyond contract scope

7.15. Implementation Management

• Detailed implementation plan with milestones and timelines

7.16 Timelines

The successful bidder will be required to deliver and implement the solution within timelines determined by KZNERA following contract award.

8. Duration

The contract period is twelve months (12) with effect from the date of the finalisation of SLA.

9. Structure of the team

9.1 Key Expert: Accounts Manager

Required skills and experience:

The Accounts Manager must have:

- A minimum of 5 years' experience in payment processing, merchant acquiring, banking, or fintech account management
- Proven experience managing large-scale institutional or government clients; Experience working with South African banks or PSPs (e.g. ABSA, Standard Bank, Nedbank, PayGate-type environments)
- Experience working with payment gateways;
- Experience supporting government or SOE digital payment platforms will be an advantage;
- Exposure to SARB/NPS compliance environments;
- Experience with high-volume transactional systems (public sector licensing, utilities, or e-commerce)

The Accounts Manager should have working knowledge of:

• PCI DSS environment requirements
• Payment gateway APIs and integration processes (at functional level)
• Fraud management and chargeback workflows
• Relevant banking systems and acquiring processes

10. Enterprise experience and credentials

Bidders to demonstrate / illustrate experience of having successfully developed and/or implemented a similar solution. The bidder must provide cases, examples or scenarios where they have successfully implemented the solution or similar work done in the public sector. Bidders are required to submit reference letters aligned or captured in line reflecting similar work done.

The bidder must submit clearly visible reference letters in clients' letterhead indicating all the below-mentioned details, viz.

- Name of the institution/entity where services were rendered,
- Address of the institution/entity where work was rendered,
- Description/functions of services rendered,
- Contract value or amount,
- Duration/Period, and
- Contact details,
- Reference letters must be signed by the authorized person/s of the client.

11. Work Plan/ Implementation plan

The bidder must provide a structured, well-governed, and time-bound implementation methodology to ensure the successful deployment, integration, testing, and commissioning of the payment gateway solution within KZNERA's operational environment.

The implementation approach must minimise disruption to existing services and ensure readiness across technical, operational, financial, and compliance functions

The bidder must provide a work plan which details the implementation of the entire deployment project.

12. Evaluation Process

The Evaluation process will consist of the following four Phases:

Evaluation Phases	
Phase 1	Supply Chain Administrative and Mandatory Compliance
Phase 2	Functionality evaluation. This phase will be split into two (2) steps. i.e. step 1 – evaluation of written response and step 2– demonstration by bidder
Phase 3	Price and Preference Points
Phase 4	Negotiation and Award

12.1 Phase 1: Administrative and Mandatory Compliance

NB: FAILURE TO ATTACH RELEVANT DOCUMENTS AND CERTFIED COPIES OF CERTIFICFATES/DOCUMENTS WHERE REQUIRED, WILL RESULT IN AUTOMATIC DISQUALIFICATION OF THE BIDDER.

CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Bidder's Disclosure – SBD 4	Completed and signed

Authority to Sign a Bid	The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign, Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all the directors/ members/ partners.
Letter of Accreditation / Approval from SARB confirming participation in NPS for merchant acquiring or settlement.	Settlement accounts must comply with SARB directives for payment system participation.
Valid PCI DSS Attestation of Compliance (AOC) issued by a Qualified Security Assessor (QSA).	Merchant and Gateway environments must comply with PCI DSS Level 1.
PCI DSS Level 1 Certificate and Attestation of Compliance (AOC) issued by a Qualified Security Assessor (QSA).	Merchant and Gateway environments must comply with PCI DSS Level 1.
PA-DSS Certificate or PCI SSF Certification for the payment application.	Required for any payment application or software provided by the bidder.
ISO/IEC 27001 Certificate issued by an accredited certification body	Ensures information security controls and risk management in hosting, processing, and support environments
PASA System Operator Accreditation Certificate.	Required if the bidder switches, routes, processes Or handles payments within the NPS.
Signed ECTA Compliance Declaration by the bidder's legal representative	Ensures legal recognition, validity, and enforceability of electronic transactions.

POPIA Compliance Statement, PAIA Manual, and Information Officer (DPO)Registration Certificate.	Protects Cardholder data, identity information, and all PII handled by the gateway
FICA Compliance Letter or approved AML & KYC Policy signed by Compliance Officer.	Ensures anti- money laundering (AML), counter- terrorist financing, and fraud monitoring controls.
Technical Compliance Mapping Document demonstrating alignment with Treasury formats.	Gateway must comply with standard EFT formats, reconciliation formats, and reporting protocols for public entities.

12.2 Phase 2: Functionality requirements

Quotations will be assessed in terms of functionality criteria stipulated hereunder. To progress to the next stage of evaluation, service providers must score a minimum of 70% of the total points outlined in the Evaluation Grid under Final Score after demonstration.

The evaluation assessment will be conducted through an initial written assessment and then a demonstration/presentation, and question-and-answer session. Bidders must demonstrate the functionality of the proposed payment gateway solution.

NB: FUNCTIONAL EVALUATION WILL BE SPLIT INTO TWO (2) STEPS. i.e. - STEP 1 – EVALUATION OF WRITTEN RESPONSE AND STEP 2–DEMONSTRATION BY BIDDER

DESCRIPTION	POINTS
A. **BIDDER'S RELEVANT EXPERIENCE (FROM CLIENTS)**	**15**
A1. Experience or similar work done and work plan Bidders to demonstrate / illustrate experience of having successfully developed and/or implemented a similar solution. The bidder must provide cases, examples or scenarios where they have successfully implemented the solution or similar work done in the public sector as defined below: • 3 and above similar work done = **15 points**	

• 1 to 2 similar work done = **8 points** • No experience **= 0** Bidders are required to submit reference letters aligned or captured in line with the attached template to reflect similar work done. The bidder **must** submit clearly visible reference letters in clients' **letterhead** indicating all the below-mentioned details, viz. o Name of the institution/entity where services were rendered, o Address of the institution/entity where work was rendered, o Description/functions of services rendered, o Contract value or amount, o Duration/Period, and o Contact details, o Reference letters must be signed by the authorized person/s with dates. **NB: Bidders are required to ensure that information provided is accurate and correct as the KZNERA reserves the right to conduct reference checks**	
B. **ACCOUNTS MANAGER**	**10**
The Accounts Manager must have: • A minimum of 5 years' experience in payment processing, merchant acquiring, banking, or fintech account management • Proven experience managing large-scale institutional or government clients; Experience working with South African banks or PSPs (e.g. ABSA, Standard Bank, Nedbank, PayGate-type environments) • Experience working with payment gateways, acquiring banks, or PSP environments; • Experience supporting government or SOE digital payment platforms will be an advantage; • Exposure to SARB/NPS compliance environments; • Experience with high-volume transactional systems (public sector licensing, utilities, or e-commerce) The Accounts Manager should have working knowledge of: • PCI DSS environment requirements • Payment gateway APIs and integration processes (at functional level) • Fraud management and chargeback workflows	

• Reconciliation and settlement reporting systems • Banking systems and acquiring processes 5 years or more experience = 10 3-5 years' experience = 5 Less than 3 years' experience = 0 **Evidence: CV and verifiable employment history**	
TECHNICAL ASSESSMENT SCORES	**75**
Payment Operations and Financial Controls (15) Demonstrate: • Transaction traceability from payment initiation to settlement confirmation; • EFT reference correction controls and auditability; • Integration with acquiring banks and banking partners; • Refund and reversal controls; • Exception management and workflow capabilities; • Financial reporting and transaction monitoring capabilities.	15
Settlement and Reconciliation Demonstrate settlement tracking, settlement visibility, automated reconciliation, exception management, settlement reporting, and transaction traceability from payment initiation to settlement confirmation.	15
Reporting and Auditability Demonstrate transaction reporting, MIS reporting, audit trails, transaction search functionality, downloadable reports, and reporting dashboards	10
Security and Compliance Demonstrate security controls including PCI DSS compliance, MFA, RBAC, encryption, fraud monitoring, audit logging, and access controls	10
System Integration and API Capability Demonstrate API capabilities, integration approach, webhook notifications, sandbox environment, and compatibility with KZNERA systems	10

Support, Monitoring and Business Continuity Demonstrate monitoring tools, incident management processes, SLA management, disaster recovery capabilities, and business continuity arrangements.	5
Implementation Plan Demonstrate implementation approach, project governance, testing methodology, resource allocation, and go-live support model.	10
TOTAL POINTS	**100**

12.3 Phase 3: Price and Preference

12.3.1 Phase 3: Price and Preference point System

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations, 2022.

12.3.2 This bid is issued with 80/20 preference points system

(a) The 80/20 preference point system will be applicable in this tender.

Preference points system	
Price	**80**
Specific Goals	**20**
Total	**100**

12.3.3 Points awarded for specific goals

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 bid the bidder will be allocated points based on the goals stated in the table below and may be supported by proof/ documentation stated in the same table.

The specific goals allocated points in terms of this tender	Supporting Evidence required	Maximum Number of points allocated (80/20 system)
BLACK WOMEN OWNERSHIP	• Valid B-BBEE Certificate (SANAS) or • Valid Sworn Affidavit; • Identity Documents. • CSD report; or • CIPC Documents	15
YOUTH	• Valid B-BBEE Certificate (SANAS) or • Sworn Affidavit; • CSD report; or • CIPC Documents	5
Maximum points		20

The following formula must be applied to calculate the number of points for women/youth equity ownership

$$NEP = NOP \times \frac{EP}{100}$$

Where:NEP = Points awarded for women/youth equity ownership
NOP = The maximum number of points awarded for women/youth equity ownership
EP = The percentage of women/youth equity ownership

It is compulsory for bidders to substantiate that they meet the above specific goals requirements by submitting the following evidence:

(i) Copy of Enterprise Registration Certificate from Companies and Intellectual Property Commission (CIPC).

(ii) B-BBEE Certificate or Sworn Affidavit, **failure to submit the valid B-BBEE certificate or sworn affidavit as listed shall be interpreted to mean that the points for specific goals are not claimed**:
The B-BBEE certificate or sworn affidavit must

(a) indicate the black ownership percentage
(b) be valid for a period of 12 months from the date signed by commissioner.
(c) The B-BBEE certificate must be issued by a SANAS accredited verification agency; or

(d) A sworn affidavit must be on an accredited template issued by the DTI/CIPC for both EME or QSE,
(e) A duly completed sworn affidavit signed by the deponent and commissioned by the authorized commissioner of oaths. The sworn affidavit must indicate the date, month and year on which the annual total revenue is based on and the level of black ownership that is claimed,
(f) Bidders must ensure that the correct sworn affidavit for the Financial Sector are submitted.
(g) A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level certificate.

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.

12.4 Phase 4 Final Award, Negotiation

KZNERA also reserves its right to negotiate the final price of those bids deemed technically compliant.

13 Reporting Requirement

The successful service provider will work closely with the KZNERA. Mr Sherwin Charles.

14 Pricing model

The bidder must provide a fully transparent and comparable pricing model.

All costs must be clearly separated into the following categories:

14.1 Implementation and set up costs

• Platform setup and onboarding fees
• Integration and API implementation costs
• Configuration and customisation costs
• Testing and UAT support
• Data migration (if applicable)
• Training and user enablement
• Project management and implementation services
• Go-live and stabilisation support

14.2 Transaction Fees, Recurring Costs, Settlement and Bank Charges, Support Fees

ALL Fees and Any other recurring costs must be clearly stated as percentage, fixed fee, or any other costing structure being used.

14.3 Pricing

14.3.1 Hidden or Ancillary Costs

Bidders must disclose any additional costs not specifically listed above.

14.3.2 Declaration

The bidder shall disclose all applicable costs associated with the proposed solution. Any cost not explicitly disclosed in the bidder's proposal but later determined to be necessary for full solution implementation and operation may be deemed to be included in the submitted pricing.

For **evaluation purposes**, bidders shall base their pricing on the following estimated annual transaction volumes:

Transaction Type	**Estimated Annual Volume**
Debit Card Transactions	33.33% of annual transaction value
Credit Card Transactions	33.33% of annual transaction value
EFT Transactions	33.33% of annual transaction value
Refund Transactions	120
Average Transaction Value	7200
Estimated Annual Transaction Value	R 42 000 000

ALL PROPOSED COSTINGS MUST BE COMPLETED IN THE FORMAT BELOW

These figures are provided for **EVALUATION PURPOSES** only and do not constitute a guaranteed minimum volume.

Implementation and Setup Costs			
Item	**Description**	**Pricing Model**	**Cost (VAT inclusive)**
Initial setup fee	Platform setup and onboarding	Once-off per implementation	
Integration costs	API and system integration	Per integration	
Configuration costs	Custom configurations	Per configuration	
Testing and UAT support	User acceptance testing support	Per implementation	
Data migration	Migration of existing payment data (if applicable	Per migration	
Training	User and administrator training	Per training session	

Project management	Implementation project management	Per project	
Other implementation costs	Specify		
Total Implementation fee (A)			
Transaction Fees			
Transaction Type	**Pricing Model**	**Estimated Volume**	**Cost (VAT inclusive)**
Debit card transactions	% / fixed fee		
Credit card transactions	% / fixed fee		
EFT transactions	% / fixed fee		
Wallet/mobile money transactions	% / fixed fee		
International card transactions	% / fixed fee		
Recurring payments	% / fixed fee		
Total Estimated transaction Fee (B)			
Refund/chargeback fees	**Pricing Model**	**Estimated Volume**	**Cost (VAT inclusive**
Transaction Type			
Refund Processing	Per Transaction		
Chargebacks	Per incident		
Failed transactions	Per transaction		
Total Estimated refund/chargeback fees (C)			
Monthly / Recurring Costs	**Pricing Model**		**Cost (VAT inclusive**
Platform license fee	Per month		
Gateway subscription fee	Per month		
Support and maintenance	Per month		
Fraud management tools	Per month		
Reporting module	Per month		
Additional user licenses	Per month		
API access fees	Per month		
Other recurring costs	Per month		
Total Monthly Cost			

Annual cost (Total monthly cost x12) (D)			
Optional Services	**Pricing Model**		**Cost (VAT inclusive**
Additional payment methods	Per payment method		
Custom development	Per development hour/project		
Enhanced fraud tools	Per month		
Additional integrations	Per integration		
Advanced analytics/reporting	Per month		
Total cost optional services (E)			
Support Costs			**Cost (VAT inclusive**
24/7 support	Per month		
Dedicated account manager	Per month		
Onsite support	Per day		
Emergency support	Per incident		
Total Support Costs (F)			

Total Costs for Evaluation purposes only = Implementation Cost (A) + estimated transaction fees (B) +estimated refund/chargeback fees (c) + Total monthly fees x12 (D) + optional services (E) +support costs (F)

	R
Implementation and Set up Cost (A)	
Total Estimated transaction fee (B)	
Total estimated refund/chargeback fees (c)	
Annual cost (Total monthly cost x12) (D)	
optional services (E)	
Support costs (F)	
Total Costs for Evaluation purposes only	

15. Submission

Proposals must be emailed (details below) to the SCM unit on or before the closing date and time.

Email Addresses	era-quotes@kznera.org.za

16. Queries

All queries in relation to the document must be addressed to Mrs N Blose/Mr F Mahomed on (033) 345 2714 or via email Nonhlanhla.Blose@kznera.org.za / Faheem.Mahomed@kznera.org.za

All technical queries can be addressed to Mr. S.A Charles on (033) 345 2714 or via email Sherwin.Charles@kznera.org.za.

ANNEXURE A EVALUATION GRID

To be completed for tender by each evaluator

Name of the bidder: ……………………………………………………………………………………

Criterion	Weight at Maximum Points	Initial assessment	Final Score after demonstration
Experience of company in execution and management of projects of a similar nature and bidders must provide reference letters.	**(15)**		
A1. Experience or similar work done Bidders to demonstrate / illustrate experience of having successfully developed and/or implemented a similar solution. The bidder must provide cases, examples or scenarios where they have successfully implemented the solution or similar work done in the public sector as defined below: and above similar work done = **15 points** 1 to 2 similar work done = **8 points** No experience **= 0** Bidders are required to submit reference letters aligned or captured in line with the attached template to reflect similar work done. The bidder **must** submit clearly visible reference letters in clients' **letterhead** indicating all the below-mentioned details, viz. o Name of the institution/entity where services were rendered, o Address of the institution/entity where work was rendered, o Description/functions of services rendered, o Contract value or amount,			

o Duration/Period, and o Contact details, o Reference letters must be signed by the authorized person/s with dates. **NB: Bidders are required to ensure that information provided is accurate and correct as the KZNERA reserves the right to conduct reference checks**			
Accounts Manager	**(10)**		
The Accounts Manager must have: A minimum of 5 years' experience in payment processing, merchant acquiring, banking, or fintech account management Proven experience managing large-scale institutional or government clients; Experience working with South African banks or PSPs (e.g. ABSA, Standard Bank, Nedbank, PayGate-type environments) Experience working with payment gateways, acquiring banks, or PSP environments; Experience supporting government or SOE digital payment platforms will be an advantage; Exposure to SARB/NPS compliance environments; Experience with high-volume transactional systems (public sector licensing, utilities, or e-commerce) The Accounts Manager should have working knowledge of: • PCI DSS environment requirements • Payment gateway APIs and integration processes (at functional level) • Fraud management and chargeback workflows • Reconciliation and settlement reporting systems • Banking systems and acquiring processes 5 years or more experience = 10			

3-5 years' experience = 5 Less than 3 years' experience = 0 **Evidence: CV and verifiable employment history**			
TECHNICAL ASSESSMENT	**(75)**		
Payment Operations and Financial Controls	**(15)**		
Payment Operations and Financial Controls (15) Demonstrate: Transaction traceability from payment initiation to settlement confirmation; EFT reference correction controls and auditability; Integration with acquiring banks and banking partners; Refund and reversal controls; Exception management and workflow capabilities; Financial reporting and transaction monitoring capabilities			
Settlement and Reconciliation	**(15)**		
Settlement and Reconciliation Demonstrate settlement tracking, settlement visibility, automated reconciliation, exception management, settlement reporting, and transaction traceability from payment initiation to settlement confirmation.			
Reporting and Auditability	**(10)**		
Reporting and Auditability			

Demonstrate transaction reporting, MIS reporting, audit trails, transaction search functionality, downloadable reports, and reporting dashboards			
Security and Compliance	**(10)**		
Security and Compliance Demonstrate security controls including PCI DSS compliance, MFA, RBAC, encryption, fraud monitoring, audit logging, and access controls			
System Integration and API capability	**(10)**		
System Integration and API Capability Demonstrate API capabilities, integration approach, webhook notifications, sandbox environment, and compatibility with KZNERA systems			
Support, Monitoring and Business Continuity	**(5)**		
Support, Monitoring and Business Continuity Demonstrate monitoring tools, incident management processes, SLA management, disaster recovery capabilities, and business continuity arrangements.			
Implementation Plan	**(10)**		
Implementation Plan Demonstrate implementation approach, project governance, testing methodology, resource allocation, and go-live support model.			
Total Evaluation Score	**100%**		
Minimum passing score	**70%**		

Evaluation performed by:

Name	
Signature	
Date	

ANNEXURE B CV FORMAT

CV FORMAT

CURRICULUM VITAE MAX 3 PAGES

Proposed role in the project:

1. **Surname:**
2. **First names:**
3. **Date of birth:**
4. **Nationality:**
5. **Civil status:**
6. **Education:**

Institution [Date from - Date to]	Qualification obtained:

7. **Language skills: Indicate competence on a scale of 1 to 5 (1 - excellent; 5 basic)**

Language	Read	Speak	Write

8. **Membership of professional bodies: -**
9. **Other skills: (e.g. Computer literacy, etc.)**
10. **Present position:**
11. **Years within the firm:**
12. **Key qualifications: (Relevant to the project)**

13. Professional Experience

Date from -Date to	Location	Company	Position	Description of projects/responsibilities etc.

14. Other relevant information (e.g., Publications)

ANNEXURE C SWORN AFFIDAVIT – FINANCE B-BBEE EXEMPT MICRO ENTERPRISE

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. **The contents of this statement are to the best of my knowledge a true reflection of the facts.**

2. **I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:**

Enterprise Name	
Trading Name	
Registration Number	
VAT Number	
Nature of Business	
Enterprise Address	

Definition of "Black People"

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –

(a) ***Who are citizens of the Republic of South Africa by birth or descent; or***

(b) ***Who became citizens of the Republic of South Africa by naturalization***

i. ***Before 27 April 1994; or***

ii. ***On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date***

3. **I hereby declare under oath that:**

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

Definition of "Black Designated Groups"

Black designated groups: Means

a) ***Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution***

b) ***Black people who are youth as defined in the National Youth Commission Act of 1996***

c) ***Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act***

d) ***Black people living in rural and under-developed areas***

Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;

4.The Enterprise is ______________% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013

- **Black Youth % = ______________ %**

- **Black Disabled % = _______________ %**
- **Black Unemployed % = _______________ %**
- **Black People living in Rural areas % = _______________ %**
- **Black Military Veterans % = _______________ %**

5.Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of (DD/MM/YYYY) _____________, the annual Total Revenue was R10,000,000.00 (Five Million Rands) or less

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	**Level One (135% B-BBEE procurement recognition)**	
More than 51% black owned	**Level Two (125% B-BBEE procurement recognition)**	
Less than 51% black owned	**Level Four (100% B-BBEE procurement recognition)**	

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

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

Deponent Signature: ____________________ Date: ________________________________

____

Commissioner of Oaths Signature & stamp

ANNEXURE D SWORN AFFIDAVIT – FINANCE B-BBEE QUALIFYING SMALL ENTERPRISE

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

1.The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
VAT Number	
Nature of Business	
Enterprise Address	

Definition of "Black People"

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –

(c) ***Who are citizens of the Republic of South Africa by birth or descent; or***

(d) ***Who became citizens of the Republic of South Africa by naturalization***

i. ***Before 27 April 1994; or***

ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3.I hereby declare under oath that:

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

Definition of "Black Designated Groups"

Black designated groups: Means

*e) **Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution***

*f) **Black people who are youth as defined in the National Youth Commission Act of 1996***

*g) **Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act***

*h) **Black people living in rural and under-developed areas***

Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;

4.The Enterprise is _____________% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013

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

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

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	**Level One (135% B-BBEE procurement recognition)**	
More than 51% black owned	**Level Two (125% B-BBEE procurement recognition)**	

6.I know and understand the contents of this affidavit, and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

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

Deponent Signature: ______________ Date: ___________________________

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Commissioner of Oaths Signature & stamp