



For more information on TCTA, please visit our web site www.tcta.co.za

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND IMPLEMENTATION OF A TREASURY MANAGEMENT SYSTEM, INCLUDING MAINTENANCE, SUPPORT AND LICENSING SERVICES FOR A PERIOD OF FIVE (5) YEARS

Bid Number:	51/2021/ESS/TMS/RFB
Briefing Session:	Non- Compulsory
Briefing Session Date and Time: Briefing Session Venue:	14 June 2021 @ 11h00 Online: Microsoft Teams NB: Send an email to tenders02@tcta.co.za to preregister and receive and invite.
Clarifications Deadline:	Five (5) days before the closing of bids
Closing Date and Time:	5 July 2021 @ 11h00
Bid Validity Period:	120 Calendar Days
Bid Submissions must be to send to:	Proposals must be hand delivered at TCTA's offices located at the address indicated below and addressed to The Receiving Officer, and marked RFP No: 51/2021/ESS/TMS/RFB on or before the closing date and time: 256 West Avenue Ground Floor Tuinhof Building Stinkhout Wing Centurion 0046
Enquiries:	Name: Email address: tenders02@tcta.co.za <u>TCTA will only respond to clarifications addressed to the email address above.</u>
Bid submission Envelope A - Technical Proposal Originals to be submitted Copies to be submitted Electronic Copy	1 X Original 1 X Copy (USB disk) in PDF Format of Submitted Documents
Envelope B - Financial Proposal Originals to be submitted	1 X Original 1x USB Disk

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1. TABLE1: DEFINITIONS, ACRONYMS AND ABBREVIATIONS

B-BBEE	Broad-Based Black Economic Empowerment in terms of the Broad-Based Black Economic Empowerment Act 53 of 2003 ("B-BBEE Act").
B-BBEE STATUS LEVEL OF CONTRIBUTOR	The B-BBEE status received by a measured entity and issued in terms of section 9(1) of the B-BBEE Act.
BID SUBMISSION	A Bidder's written proposal in response to an Invitation for Bids (Request for Proposals/Request for Quotations/Request for Information, etc.).
BLACK PEOPLE	African, Coloureds and Indians, as defined in the B-BBEE Act.
CONSORTIUM or JOINT VENTURE OR CONSORTIUM	An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
CONSULTANT	A professional person appointed to provide technical and specialist advice or to assist with the design and implementation of projects. The legal status of this person can be an individual, a partnership, a corporation or a company.
CONTRACT	A legal agreement signed between two parties, including a service level agreement. This term does not refer to the actual bid.
CONTRACT MANAGER	A representative from the RD that will monitor the daily activities related to the contract.
DESIGNATED SECTORS	A sector, sub-sector or industry that the Department of Trade and Industry has designated to have a certain percentage of local content in line with national development and industrial policies. Designated sectors' goods must be manufactured locally or meet the stipulated minimum threshold for local production and content.
DHSWS	Department of Human Settlement Water and Sanitization
EME	Exempt micro-enterprises with annual total turnover of less than R 10 million in terms of the amended B-BBEE Codes.
IT	Information Technology.
ICT	Information Communication Technology.
QSE	Qualifying small enterprises with annual total revenue of more than R10 million in terms of the in terms of the amended B-BBEE Codes.
PROCUREMENT SPECIALIST	A duly appointed person in the Procurement unit responsible for Procurement related transactions and processes including RFQs.
PO	A Purchase Order, which is a document, prepared by and issued by Procurement stating the contract amount.
RD	The Requesting Department or its representative.
SUPPLIER	A private juristic person or legal entity that provides goods, services or works to TCTA.
TMS	Treasury Management System

2. PREPARATION OF BID SUBMISSIONS

- 2.1. Bidders are required to comply fully with this Request for Bids, including annexures, in their submission to TCTA.
- 2.2. In order for a bid submission to be acceptable, it must:
 - 2.2.1. Follow a two (2) envelop system, envelop A for technical evaluation and Envelope B for Pricing proposal.
 - 2.2.2. Be delivered to the address stated on the front page of this document.
 - 2.2.3. Not be late (TCTA shall not accept nor be obliged to accept bids submitted after the stipulated closing date and time, even when such late submission is because of circumstances beyond the Bidders 's control);
 - 2.2.4. Clearly reflect the Bid description and number on the outside of the packaging;
 - 2.2.5. Contain a firm and unconditional price; and
 - 2.2.6. Contain all signed and completed annexures as marked for return to TCTA as per the tender requirements.
- 2.3. TCTA reserves the right to reject bids that are not acceptable and to not evaluate them. This section is subject to the provisions in Section 13.2 of the Conditions of Bid.
- 2.4. Bidders must provide original and one (1) copy of the bid submission with one electronic copy on an unencrypted USB.
- 2.5. This bid has four (4) stages of evaluation summarised in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat and legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.

3. ABOUT TCTA

3.1 OVERVIEW

TCTA is a state-owned entity with a unique role in the water sector, as the national entity tasked with developing bulk water infrastructure, with a limited reliance on fiscal funding. Hence, TCTA's primary focus is the implementation of bankable water infrastructure projects, by virtue of economic and financial feasibility. TCTA is not mandated to pursue capital projects on its own volition; it needs to be directed by the Minister of Human Settlement Water and Sanitation to proceed with any given project, and then within the parameters set out in the directive. This constraint is balanced by a dispensation whereby TCTA recovers the full cost of its operation from the projects in its portfolio. Appendix A provides a more detailed description of the legislative framework within which TCTA exists.

TCTA was initially established as a special purpose vehicle (SPV) to fulfil South Africa's treaty obligations in respect of the Lesotho Highlands Water Project (LHWP), including the redemption of debt incurred on the project. This single-project environment lasted until 2002, when TCTA was directed by the Minister to implement additional infrastructure projects:

- Lesotho Highlands Water Project (LHWP): Delivery Tunnel North (1986)
- Berg Water Project (BWP, 2002);
- Umgeni Water (2001)
- Vaal River Eastern Subsystem Augmentation Project (VRESAP, 2004);
- Mooi Mgeni Transfer Scheme, Phase 2 (MMTS-2, 2007);
- Olifants River Water Development Project (ORWRDP, 2008);
- Komati Water Scheme Augmentation Project (KWSAP, 2008);
- Acid Mine Drainage Short Term Intervention (AMD-STI, 2011);
- Mokolo Crocodile Water Augmentation Project (MCWAP, 2011);
- uMzimvubu Water Project (MWP, 2016);
- Acid Mine Drainage Long-Term Solution (AMD-LTS, 2016).
- Berg River Voëlvelei Augmentation Scheme (BRVAS, 2017).
- Umkomazi Water Project (MWP 2019)

During this period, TCTA grew from a single-project office with a primary task to redeem debt, to a multi-project organisation, tasked with managing various elements of the project life cycle. Today, TCTA manages a portfolio of several major infrastructure projects (five in planning, two in construction, two in close-out, two in operation and maintenance, and four in debt-redemption phase).

TCTA's typical roles on these projects have grown to include not only the treasury function, but also the establishment of institutional arrangements, the negotiation of off-take agreements, achieving project bankability, the raising of project finance, establishing environmental, health and safety parameters, facilitating land acquisitions, the procurement of engineering consultants and construction contractors, and the project management of the implementation activities. In the post-construction phase, TCTA also performs operation and maintenance on selected assets, notably Delivery Tunnel North of the LHWP, as well as the two AMD treatment plants on the Witwatersrand. Through these roles, TCTA has developed a distinct full project life-cycle focus.

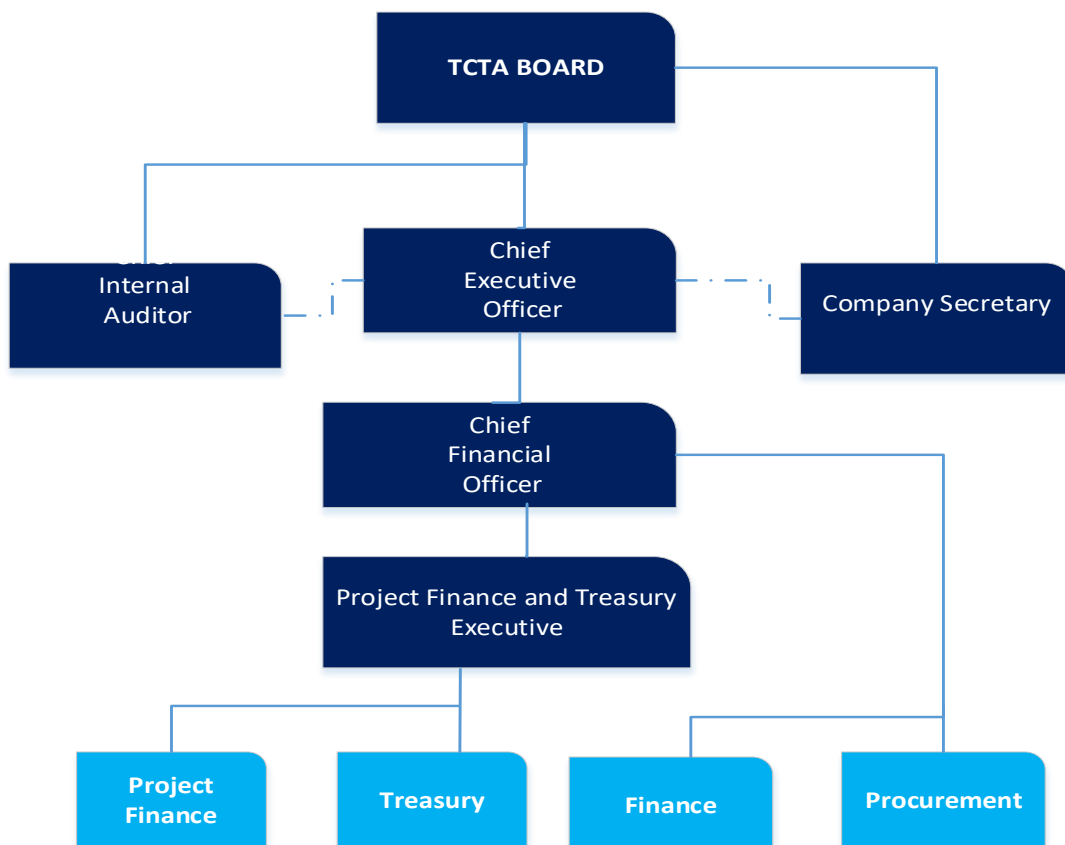
TCTA has also been tasked with specific roles within the water sector and even the broader public sector landscape: It coordinates both the 3rd and 18th Strategic Integrated Projects (SIPs) on behalf of the Presidential Infrastructure Coordination Commission (PICC), and it anchors bi-national undertakings with other SADC countries, beyond Lesotho. Effectively, TCTA has grown into a de facto state-owned enterprise, in terms of the roles entrusted to it.

3.2. TCTA PROJECT FINANCE AND TREASURY BUSINESS UNIT AND ORGANOGRAM

Project Finance and Treasury

This division is responsible for structuring projects to a level where they are bankable, and responsible for raising project financing. This is done through two departments, namely: Project Finance and Treasury.

Below is TCTA's high-level organogram, representing Treasury Department and Project Finance Department structure



4. BACKGROUND

TCTA is currently managing a total of 13 projects – either at implementation or debt management stage. Each project is accounted for separately and run independently with its own financial and cash flow statements. TCTA Project Finance and Treasury Division is responsible for project's institutional arrangement, debt structuring, interest rates and FX risk management, assets and liability management, cash and liquidity risk management and debt and investments management on all projects. The Bidder must provide a solution-based application to enable the TCTA to fulfil its obligations.

The TMS solution must form an integral part of the business providing solutions not only to the Project Finance and Treasury Division, but to the entire organisation through ease of integration to other systems and be user friendly.

5. SCOPE OF WORK

TCTA seek to appoint a reputable and proven track record experienced Service Provider to provide a fully functional Treasury Management System (TMS), system customization, implement and continuously provide support, maintenance and system upgrade and licensing services to TCTA Treasury Management function preferably with a South African based office, for easy access for support and administration. for a period of five (05) years to suit the current and future business requirements,

The TMS that will enable TCTA to monitor Treasury Management risk and database providing TCTA with treasury real time liquidity, treasury risk management, cashflow forecasting, and compliance management through maturity profiling, amongst others.

The proposed solution must meet the below functionality and capability, either as a standard or through additional development by the Bidder during implementation. If there is customisation of the solution, the contract price should be inclusive of all requirements pertaining to the implementation completeness to the proposed TMS implementation.

5.1. TABLE 2: TMS FUNCTIONAL REQUIREMENTS

NO	FUNCTIONAL REQUIREMENTS
1	Provide a full suite of Fixed Income products (including Bonds, inflation-linked bonds, Repos and Buy-Sell backs, Floating Rate Notes, Linear Derivatives (Swaps, FRAs), Cross Currency Derivatives, Prime) Be able to price South African fixed income instruments as per the standard methodologies published by the JSE (see attached current)

NO	FUNCTIONAL REQUIREMENTS
	Ability to handle standard SA money market day basis (Actual/365) as the default standard with functionality to allow for instruments to be entered into the system with the other day count bases that apply in other markets (30/360, Actual/Actual, 365/365 and so on).,
2	Provide a full suite of Money Market capabilities, including terminations and storing of such products (TBs, PNs, Repos, Bills, Call Bonds with account settlements, NCDs, Fixed Deposits, Cash, Cash Bonds, inflation linked instruments) Ability to handle standard SA money market day basis (Actual/365) as the default standard with functionality to allow for instruments to be entered into the system with the other day count bases that apply in other markets (30/360, Actual/Actual, 365/365 and so on).,
3	Provide a full suite of FX (Spot, FEC, Forwards, FX Options, Cash Payment)
4	Loans and Deposits (with amortising, accreting, and bullet profiles) as well as the ability to handle <i>ad hoc</i> payments and full prepayment before scheduled maturity. The ability to do the above should exist for both nominal and inflation-linked loans. The ability to change schedule or manual changes) Ability to handle standard SA money market day basis (Actual/365) as the default standard with functionality to allow for instruments to be entered into the system with the other day count bases that apply in other markets (30/360, Actual/Actual, 365/365 and so on).,
5	Cash Management and Forecasting capabilities
6	Management of Interest Rates and Currency Risk
7	Integration to the Finance System (Oracle Fusion Cloud)
8	Maturity Profiling and Reporting (per instrument, per period, per project)
9	Project Finance Cash Flow Modelling Module
10	Cash Pooling Functionality
11	Cash Flow Forecasting capabilities either through maturity ladder or a separate module
12	Database large enough or internet based to store and take on data from inception to the future
13	Database large enough or internet based to store and take on data from inception to the future
14	Pricing capabilities using the current market price links from either Bloomberg or Reuters, or internet-based connection to JSE accredited pricing module (ideally data take up should be compatible to delimited format or excel for uploading into the system, if this is not possible a simple solution should be provided). The system workflow, approval process should be aligned with TCTA operational Delegation of Authority (DOA) approval

5.2. INSTRUMENT FUNCTIONAL REQUIREMENTS

NO	INSTRUMENTS
1	Fixed Income Products
	i. Treasury Bills
	ii. Certificates of Deposits (CDs/NCDs)
	<ul style="list-style-type: none"> • Zero coupon
	<ul style="list-style-type: none"> • Monthly/ Quarterly / Semi-Annually paid interest
	<ul style="list-style-type: none"> • Interest paid at maturity

NO	INSTRUMENTS
	iii. Promissory Notes (PNs) iv. Zero coupon <ul style="list-style-type: none"> • Interest paid at maturity • Interest paid at specific period/ date
2	Foreign Exchange i. FX Spot ii. FX Forward iii. FX Swaps iv. FX Forward-forward v. Inter -company FX deals
3	Money Market Instruments i. Over-night ii. Call iii. Term deposits <ul style="list-style-type: none"> • Fixed rates • Variable rates iv. Repurchase Agreements (Repos) v. Reverse repos vi. Bankers' Acceptance (Bas) vii. Bonds <ul style="list-style-type: none"> • Zero coupon • Straight bonds (monthly / quarterly/ semi-annual/ annual coupon)
4	Money Market Funds
5	Interest rate derivatives i. Forward Rate Agreements (FRAs) ii. Interest rate Swaps iii. Structured Swaps
6	Funds Transfer between accounts
7	Structured products (combination of basic instruments to form new product)

5.3. FRONT OFFICE PROCESSING

NO	FRONT OFFICE PROCESSING
1	Portfolio structures for trading
2	Hierarchical levels (e.g. Companywide / portfolio/ dealer group / dealer)
3	Position valuations by customer
4	Profit / Loss by customer and for specified time period
5	Allocate hedge trades to corresponding positions/ portfolios
6	Evaluation i.r.o. interest & liquidity gaps
7	Deal Capturing (checking for important field before confirmation)
8	Ability for amendments and cancellation of deals (e.g. value dates, nominal and rates)
9	Date entering post-trade date or pre-trade date
10	Data integrity checks to ensure data transfers are complete and accurate
11	Profit & Loss reporting

5.4. BACK-OFFICE PROCESSING

NO	BACK-OFFICE PROCESSING
1	Settlement instructions electronically routed to SWIFT
2	Account posting of all deals on demand: foreign exchanges, money markets and securities as well as time deposit transactions, automatically handled on a value date basis with auto interface to the general ledger
3	Are all data, required to fully comply with the legal requirements concerning accounting (also IAS requirements) and the official reporting supported by the system?
4	Is the system able to capture or upload external information regarding SSIs?
5	Can Back Office discard incorrect deal processing by Front Office?
6	Does the system support cross-currency trades?
7	Does the system FX transaction contain settlement instructions?
8	Does the system offer 100% straight-through processing of deals from Front to Back office, with no manual steps required?
9	Confirm Deals should provide Back Office confirmation before payment
10	Emailing capabilities to counterparty
11	Reporting of Daily Cashflows and Daily Deals entered into the system by Project
12	Accounting capabilities

5.5. TREASURY AND RISK MODULE INTEGRATION

NO	TREASURY AND RISK MODULE INTEGRATION
1	The system should provide auditing tool for audit trail
2	Capabilities of integration to or providing risk module to check
	i. Deal pricing
	ii. Deal capture for control purposes
3	Counterparty exposure and limit setting should be integrated, or a module provided. Approval of counterparty by Risk and/or Compliance.
4	Capabilities of importing curves, drawing curves and saving curves
5	Capability of marking all treasury positions to market and generating a daily P&L of treasury performance for benchmarking, for user definable periods
6	Capability to add new instruments are added to the system
7	The system should support
8	Interest payment and receipt calculations
9	Rate resetting
10	Change of maturities
11	Early drawdowns
12	Partial redemptions
13	Rollovers
14	Additions or reductions in principal amount
15	Provide calculation and accrual methods changes
16	The system should maintain a maturity schedule detailing the upcoming payment/receipts (interest and principal) related to debt and investment transactions
17	Full on-line audit controls, providing detailed tracking relating to all transactions.
18	Segregation of Duties functionality
	iii. Role definitions – Front, Back Office, information only users and Super user(s) with different rights.
	iv. That deals entered the system need a Front Office (inputter) approval and then a Back Office (Confirmations) Approval
	v. System should provide an automatic report of deals that have not been completed (back office confirmed) daily.
	vi. The inability of the person who has input a deal (the Front Office) to amend the deal once it is in the system.

5.6. CASH MANAGEMENT

NO	CASH MANAGEMENT
1	The system should provide an interactive daily cash position worksheet with drill-down capability to the individual transaction level
2	Provide cash positions and forecasts and capable to imported and exported to/from Excel.

5.7. REPORTING

NO	REPORTING
1	Supply list of all standard reports available in the application
2	Provide capabilities for user-defined reports to be created
3	Capacity for electronic archiving
4	Provide capacity to check reports for realised and unrealised profit & losses from
	FX transactions
	Money market
	Fixed Income
	Repos
5	Provide analysis reports
	Weighted average yield of investments
	Fixed/Floating portfolio split
	Duration
6	Historical data
	Provide history
	Parameter settings
	Achieving of data over long period
7	Market data
	Custom holiday / calendar definition (including once-off special event dates)
	User-definable defaults (interest rates, tax rates, fees, etc) - specify
	Authorization for changing of default settings
	Tracking of all static data maintenance
8	Report customisation functionality

5.8. SECURITY

NO	SECURITY
1	The system should ensure segregation of duties (Front / Middle and Back Office)
2	Provide controls for the following
	Audit trail records
	User profiles
	Static data
	Limits
3	Provide audit trail on trade and report changes
4	Provide a security architecture diagram
5	Password sensitivity
6	Changing of passwords
7	Providing automated logging-off capabilities

5.9. SYSTEM CONTROLS

NO	SYSTEM CONTROLS
1	The system should support country-specific holiday calendars
2	Able to prompt is reset or maturity falls on a weekend
3	Recognition of set dates and calculation of days (day count convention)
4	Ability to change date formats
5	Ability to interface with the bank's core banking system
6	SWIFT Interface
7	Interface with on-line trading systems (Reuters, Bloomberg) JSE Neutron
8	Supply list of other commercial systems where interfaces exist

5.10. SYSTEM INTEGRATION

Seamless integration to Financial System Oracle Fusion Cloud.

5.11. DATA MIGRATION

As part of the project, the bidder is required to migrate all data from the current TCTA Treasury Management System (FTI Star) to the proposed Treasury Management System relating to the below dataset.

- Bond Deals
- Money Market Deals
- FX Deals
- Buy/Sell Backs
- Loans and
- Call Accounts

5.12. USER TRAINING

The successful Bidder will also be required to provide training to the technical administrators, users and Risk Management, Compliance, and Internal Audit for relevant functionality of the system.

The number of trainees is as follows:

- Super Users - 02
- System Users - 14
- Administrators (IT) - 03

5.13. ANNUAL LICENSING

The successful Bidder will be required to provide annual licenses for the proposed TMS, throughout the duration of the contract, as follows:

- Super Users - 02
- System Users - 14
- Administrators (IT) 03

5.14. CHANGE MANAGEMENT

The size and nature of this project will require a considerable amount of time dedicated to people change to ensure smooth transition and increases adoption of the new system, for the duration of the TMS project implementation. As part of the project, the Bidder is required to implement an extensive Change Management program in collaboration with TCTA. This will include drafting of change management documentation in line with industry approved methodology.

5.15. USER SUPPORT, SYSTEM MAINTENANCE, SYSTEM UPGRADE AND LICENSING

The bidder will be required to provide annual support, maintenance, licensing as well as the required system upgrade during the five (5) - year contract, with the option of reviewing and renewing the contract.

5.16. POST GO-LIVE SUPPORT

The bidder will be required to provide post go-live support of the proposed solution for a period of five (5) years.

5.17. TRANSITION PHASE

The bidder will be required to transition TCTA from the current system to the new solution in an effective and efficient manner to ensure continuity of services. This will include back-to-back agreements with current supplier to ensure continuity of services during the implementation of the new solution.

6. DETAILED DESCRIPTION OF GOOD/SERVICES

Project services shall include, but not limited to:

Bidder is expected to deliver, customise, and implement a Treasury Management System, as per TCTA requirements, system testing, data migration, system integration, user training, provide user support, system maintenance, licensing and system upgrade for a period of five (5) years, with the option of reviewing and renewing the contract

6.1. COMPANY EXPERIENCE REQUIRED

TCTA seek to appoint a reputable and proven track record experienced on implementation Bidder to provide a fully functional Treasury Management System (TMS), system customization, implement and continuously provide support, maintenance and system upgrade services to TCTA, completed project experience with a minimum of five (5) project experience within the last ten (10) years on the following:

- Supply and Customise TMS
- Implement TMS
- User Support, System Maintenance and System Upgrade

The Bidder should comply with the following security and compliance standards, to mitigate TCTA's information security risks:

- ISO27001/2 standards.

6.2. PERSONNEL EXPERIENCE REQUIRED

Bidders are required to propose adequate skilled resources with a minimum of five (5) completed projects in Information Technology system implementations, for Project Manager and Change Management Specialist. For Technical and Functional Specialists, a minimum of three (3) TMS project implementation experience is required. The project implementation experience references must fill-in and submit the template provide by TCTA from Form 2A to Form 2D, for proposed resources experience. The resource templates provided by TCTA of the proposed resources, with service they rendered, must be duly signed by an authorised person with contact details.

Further, they must clearly indicate the start and end date, the role of the resource in the project and the scope of work a resource rendered. Only one (1) template provided by TCTA per resource should be submitted clearly indicating the role in respect of the resource to be evaluated.

The following proposed key resources must submit certification for the proposed TMS solution.

- Functional Specialist
- Technical Specialist

The proposed Project Manager must submit the relevant Project Management certification

TCTA will only evaluate the proposed resources by the Bidder using Form 2A to 2D templates provided by TCTA, and not CV's.

6.3. METHODOLOGY AND APPROACH

The Bidder must describe in details the approach and methodology to be used for the project implementation in order to facilitate the TMS project implementation for this project by considering relevant best practices in the market Bidder must demonstrate how the approach and methodology will be used, to avoid project failure, diminishing the risk for this project.

Programme Management frameworks and approach must enable tracking of progress against all expected deliverables, through the following:

- Industry best practice methodology that is cognisant of changes in the market.
- Measure of success of leveraging all or parts of the methodology in the form of customer testimonial or detailed specifics of customer engagements.

7. STAGE 1: PRE-QUALIFICATION

7.1 Only bidders who meet the following may respond:

- A Bidder having the minimum B-BBEE status level of contributor of 1-4.

7.2 The following document/s must be provided as proof of the above-mentioned criteria:

- BBBEE Certificate issued by verification Agency approved by SANAS or Sworn Affidavit for Exempted Micro Enterprise or Qualifying Small Enterprise which are 51% black owned.
- Or in case of Joint Ventures:

Consolidated BBBEE certificate issued by verification Agency approved by SANAS.

Bidders who does not meet the requirements for pre-qualification will be disqualified at this stage and not evaluated further.

8. STAGE 2: TABLE 3: SUBMISSION REQUIREMENTS

SECTION	DESCRIPTION	ACTION REQUIRED	DOCUMENT STATUS
Section 1	BBBEE Certificate issued by verification Agency approved by SANAS or Sworn Affidavit for Exempted Micro Enterprise or Qualifying Small Enterprise which are at least 51% black owned. Or in case of Joint Ventures:	Submit	Mandatory
	Consolidated BBBEE certificate issued by verification Agency approved by SANAS.	Submit	Mandatory
Section 2	Key resources certification for the proposed TMS solution. <ul style="list-style-type: none"> Functional Specialist - Certification for the proposed TMS Technical Specialist – Technical Certification for the proposed TMS 	Submit	Mandatory
Section 3	Form 1A (Track Record/Company experience)	Complete	Mandatory
Section 4	Form 2A – 2D (Personnel Experience)	Complete	Mandatory
Section 5	Comprehensive financial proposal in line with the deliverables, completing the Pricing Template provided by TCTA as Pricing Template. In an original copy and one (1) USB. The Bidder shall be subject to rate of exchange as at the date of the closing time and date of bid.	Complete and Submit	Mandatory
Section 6	SBD 1: Invitation to bid and terms and conditions for bidding	Complete	Non-Mandatory
	SBD3.1: Pricing Schedule-Firm Prices	Complete	Non-Mandatory
	SBD4: Declaration of interest	Complete	Non-Mandatory
	SBD6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2017	Complete	Non-Mandatory
	SBD 7.2: Contract form (SBD 7.2) – Contract Form- Rendering Services	Complete	Non-Mandatory
	SBD 8: Declaration of bidder's past supply chain management practices	Complete	Non-Mandatory
	SBD 9: Certificate of independent bid determination	Complete	Non-Mandatory
Section 7	Tax Clearance Certificate and Status Pin	Submit	Non-Mandatory
Section 8	Relevant Project Management Certification	Submit	Non-Mandatory

SECTION	DESCRIPTION	ACTION REQUIRED	DOCUMENT STATUS
Section 9	Central Supplier Database Report	Submit	Non-Mandatory
Section 10	ISO 27001/2 certification	Submit	Non-Mandatory

If a Bidder fails to submit any of the requested non-mandatory documents or schedules within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidders. The Bidder will be disqualified should they fail to submit all the required mandatory documents. No mandatory documents, and/or mandatory schedules shall be requested after the tender closing date and time.

TCTA reserves the right to request clarity to remove any ambiguities in the documents that have already been submitted.

9. STAGE 3: FUNCTIONAL EVALUATION

TCTA will evaluate the submissions for functional capability. It will evaluate the submissions in terms of the functional criteria set out below. Bidders are required to meet the all the minimums stated per evaluation criteria in the table below. **Failure to meet any on the minimum points as set out in the table below will lead to disqualification.**

Bidders must meet the overall of 55 points out of the 85 points to be considered for further evaluation. Bidders who do not meet the overall of 55 points will be disqualified at this stage.

TABLE 4: EVALUATION CRITERIA

	Technical Evaluation Criteria	Max Points	Min Points	Points Score
1	Company Track Record on the Proposed Solution (Complete Annexure A, Form 1A provided by TCTA). No points will be awarded if the form is not completed.	35		
1.1	The Bidder must have a proven track record in TMS management, support and successfully implemented the proposed solution, in the past ten (10) years, from the closing date of this RFP. Points will be allocated as follows: <ul style="list-style-type: none"> • Less than 3 TMS implementations = 0 points • 3 implementations = 5 points • 4 implementations = 10 points • 5 or more implementations = 15 points 	15	5	
1.2.	Additional point will be award for management and support (System maintenance and system upgrades). Points will be allocated as follows: <ul style="list-style-type: none"> • Less than 2 implementations = 0 points • 2 implementations = 5 points 	10	5	

	Technical Evaluation Criteria	Max Points	Min Points	Points Score
	<ul style="list-style-type: none"> 3 or more implementations = 10 points 			
1.3.	<p>Additional point will be awarded for management and support (System maintenance and system upgrades) for local client. Points will be allocated as follows:</p> <ul style="list-style-type: none"> Less than 2 implementations = 0 points 2 implementations = 5 points 3 or more implementations =10 points 	10	5	
2	<p>Key Project Team: Form 2A to Form 2D.</p> <ul style="list-style-type: none"> Project Manager Functional Specialist on the proposed solution Technical Specialist on the proposed solution Change Management Specialist <p>Complete a specified form for each resources: Form 2A to 2D No points will be allocated for submission of more than one (1) Form per resource.</p>		50	
2.1	<p>Project Manager Experience & Qualification (Complete Annexure B, Form 2A provided by TCTA). No points will be awarded if the form is not completed</p> <p>Project Manager Experience: The Bidder must propose a resource with minimum of five (5) completed projects in Information Technology Systems implementation as a Project Manager. Points will be allocated as follows:</p> <ul style="list-style-type: none"> Equal to or Less than 5 projects system implementation PM experience = 0 point <p>3 points for every additional project in system implementation as PM over and above 5 projects to the maximum of 15 points</p>	15	3	
2.1.1	<p>Project Manager Affiliation:</p> <p>5 points will be awarded for the Project Manager with the relevant certification registration to cover all requirements</p> <p>Provide a copy of the certification. No points will be awarded if no certificate is attached.</p>	5		
2.2	<p>Functional Specialist on the Proposed Solution Experience (Complete Annexure B, Form 2B provided by TCTA). No points will be awarded if the form is not completed</p> <p>Functional Specialist Experience: The Bidder must propose a Functional Specialist resource with a minimum of three (3) TMS solution project implementations. Points will be allocated as follows:</p> <ol style="list-style-type: none"> Equal to or less than 3 TMS projects implementation as a Functional Specialist = 0 point <p>2 points per every TMS Solution Implementation as a Functional Specialist to the maximum of 10 points</p>	10	6	

	Technical Evaluation Criteria	Max Points	Min Points	Points Score
2.3	Technical Specialist on the Proposed Solution Experience (Complete Annexure B, Form 2C provided by TCTA). No points will be awarded if the form is not completed			
	<p>Technical Specialist Experience:</p> <p>The Bidder must propose a resource who have implemented a minimum of three (3) projects in TMS solution providing technical expertise.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> i. Equal to or less than 3 TMS projects implementations = 0 point 2 points for every additional TMS projects implementation over and above 3 TMS project implementations to the maximum of 10 points 	10	6	
2.4	Change Management Specialist on the Proposed Solution Experience (Complete Annexure B, Form 2D provided by TCTA). No points will be awarded if the form is not completed			
	<p>Change Management Specialist Experience:</p> <p>The Bidder must propose a resource with minimum of five (5) IT projects implementation of the proposed solution providing change management expertise.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> ii. Equal to or less than 5 projects in IT system implementation' projects as Change Manager = 0 point iii. 2 points for every additional IT system project implementation over and above 5 as a Change Manager to the maximum of 10 points 	10	2	
		85	32	

10. STAGE 4: PROPOSED TMS DEMONSTRATION AND PRESENTATION

The purpose of stage 4 is for the Technical Evaluation Committee (TEC) to assess the technical competency, of the proposed TMS through a presentation and questioning session. Bidders are required to respond with a Yes or No and include additional comments indicating how each requirement will be met. Bidders are required to be 100% compliant with system functional requirements, any SP who have a NO as a response to any requirement listed below from 5.1 to 5.9 will be disqualified. . Qualifying Bidders will be allocated 2 to 3 hours to present and demonstrate the functionality of each of the specifications as documented in this RFP from 5.1. to 5.9. Failure by the SP to demonstrate 100% system functionality stated in 5.1 to 5.9, through standard or customization will not be considered for further evaluation. Proposed TMS solution customisation must be demonstrated by the Bidder on how the functionality requirement will be fulfil. Below are the criteria that will be used by TEC to assess during the demo.

Table 2: TMS Functional Requirements

NO	FUNCTIONAL REQUIREMENTS	YES/NO	COMMENT
1	<p>Provide a full suite of Fixed Income products (including Bonds, inflation-linked bonds, Repos and Buy-Sell backs, Floating Rate Notes, Linear Derivatives (Swaps, FRAs), Cross Currency Derivatives, Prime)</p> <p>Be able to price South African fixed income instruments as per the standard methodologies published by the JSE (see attached current)</p> <p>Ability to handle standard SA money market day basis (Actual/365) as the default standard with functionality to allow for instruments to be entered into the system with the other day count bases that apply in other markets (30/360, Actual/Actual, 365/365 and so on),.</p>		
2	<p>Provide a full suite of Money Market capabilities, including terminations and storing of such products (TBs, PNs, Repos, Bills, Call Bonds with account settlements, NCDs, Fixed Deposits, Cash, Cash Bonds, inflation linked instruments)</p> <p>Ability to handle standard SA money market day basis (Actual/365) as the default standard with functionality to allow for instruments to be entered into the system with the other day count bases that apply in other markets (30/360, Actual/Actual, 365/365 and so on),.</p>		
3	<p>Provide a full suite of FX (Spot, FEC, Forwards, FX Options, Cash Payment)</p>		
4	<p>Loans and Deposits (with amortising, accreting, and bullet profiles) as well as the ability to handle <i>ad hoc</i> payments and full prepayment before scheduled maturity. The ability to do the above should exist for both nominal and inflation-linked loans. The ability to change schedule or manual changes)</p> <p>Ability to handle standard SA money market day basis (Actual/365) as the default standard with functionality to allow for instruments to be entered into the system with the other day count bases that apply in other markets (30/360, Actual/Actual, 365/365 and so on),.</p>		

NO	FUNCTIONAL REQUIREMENTS	YES/NO	COMMENT
5	Cash Management and Forecasting capabilities		
6	Management of Interest Rates and Currency Risk		
7	Integration to the Finance System (Oracle Fusion Cloud)		
8	Maturity Profiling and Reporting (per instrument, per period, per project)		
9	Project Finance Cash Flow Modelling Module		
10	Cash Pooling Functionality		
11	Cash Flow Forecasting capabilities either through maturity ladder or a separate module		
12	Database large enough or internet based to store and take on data from inception to the future		
13	Database large enough or internet based to store and take on data from inception to the future		
14	Pricing capabilities using the current market price links from either Bloomberg or Reuters, or internet-based connection to JSE accredited pricing module (ideally data take up should be compatible to delimited format or excel for uploading into the system, if this is not possible a simple solution should be provided). The system workflow, approval process should be aligned with TCTA operational Delegation Of Authority (DOA) approval		

10.1. INSTRUMENT FUNCTIONAL REQUIREMENTS

NO	INSTRUMENTS	YES/NO	COMMENTS
1	Fixed Income Products		
	v. Treasury Bills		
	vi. Certificates of Deposits (CDs/NCDs)		
	• Zero coupon		
	• Monthly/ Quarterly / Semi-Annually paid interest		
	• Interest paid at maturity		
	vii. Promissory Notes (PNs)		

NO	INSTRUMENTS	YES/NO	COMMENTS
	viii. Zero coupon		
	<ul style="list-style-type: none"> • Interest paid at maturity 		
	<ul style="list-style-type: none"> • Interest paid at specific period/ date 		
2	Foreign Exchange		
	vi. FX Spot		
	vii. FX Forward		
	viii. FX Swaps		
	ix. FX Forward-forward		
	x. Inter -company FX deals		
3	Money Market Instruments		
	viii. Over-night		
	ix. Call		
	x. Term deposits		
	<ul style="list-style-type: none"> • Fixed rates 		
	<ul style="list-style-type: none"> • Variable rates 		
	xi. Repurchase Agreements (Repos)		
	xii. Reverse repos		
	xiii. Bankers' Acceptance (Bas)		
	xiv. Bonds		
	<ul style="list-style-type: none"> • Zero coupon 		
	<ul style="list-style-type: none"> • Straight bonds (monthly / quarterly/ semi-annual/ annual coupon) 		
4	Money Market Funds		
5	Interest rate derivatives		
	iv. Forward Rate Agreements (FRAs)		
	v. Interest rate Swaps		
	vi. Structured Swaps		
6	Funds Transfer between accounts		
7	Structured products (combination of basic instruments to form new product)		

10.2. FRONT OFFICE PROCESSING

NO	FRONT OFFICE PROCESSING	YES/NO	COMMENTS
1	Portfolio structures for trading		
2	Hierarchical levels (e.g. Companywide / portfolio/ dealer group / dealer)		
3	Position valuations by customer		
4	Profit / Loss by customer and for specified time period		
5	Allocate hedge trades to corresponding positions/ portfolios		
6	Evaluation i.r.o. interest & liquidity gaps		

NO	FRONT OFFICE PROCESSING	YES/NO	COMMENTS
7	Deal Capturing (checking for important field before confirmation)		
8	Ability for amendments and cancellation of deals (e.g. value dates, nominal and rates)		
9	Date entering post-trade date or pre-trade date		
10	Data integrity checks to ensure data transfers are complete and accurate		
11	Profit & Loss reporting		

10.3. BACK-OFFICE PROCESSING

NO	BACK-OFFICE PROCESSING	YES/NO	COMMENTS
1	Settlement instructions electronically routed to SWIFT		
2	Account posting of all deals on demand: foreign exchanges, money markets and securities as well as time deposit transactions, automatically handled on a value date basis with auto interface to the general ledger		
3	Are all data, required to fully comply with the legal requirements concerning accounting (also IAS requirements) and the official reporting supported by the system?		
4	Is the system able to capture or upload external information regarding SSIs?		
5	Can Back Office discard incorrect deal processing by Front Office?		
6	Does the system support cross-currency trades?		
7	Does the system FX transaction contain settlement instructions?		
8	Does the system offer 100% straight-through processing of deals from Front to Back office, with no manual steps required?		
9	Confirm Deals should provide Back Office confirmation before payment		
10	Emailing capabilities to counterparty		
11	Reporting of Daily Cashflows and Daily Deals entered into the system by Project		
12	Accounting capabilities		

10.4. TREASURY AND RISK MODULE INTEGRATION

NO	TREASURY AND RISK MODULE INTEGRATION	YES/NO	COMMENTS
1	The system should provide auditing tool for audit trail		
2	Capabilities of integration to or providing risk module to check		
	vii. Deal pricing		
	viii. Deal capture for control purposes		
3	Counterparty exposure and limit setting should be integrated, or a module provided. Approval of counterparty by Risk and/or Compliance.		
4	Capabilities of importing curves, drawing curves and saving curves		
5	Capability of marking all treasury positions to market and generating a daily P&L of treasury performance for benchmarking, for user definable periods		
6	Capability to add new instruments are added to the system		
7	The system should support		
8	Interest payment and receipt calculations		
9	Rate resetting		
10	Change of maturities		
11	Early drawdowns		
12	Partial redemptions		
13	Rollovers		
14	Additions or reductions in principal amount		
15	Provide calculation and accrual methods changes		
16	The system should maintain a maturity schedule detailing the upcoming payment/receipts (interest and principal) related to debt and investment transactions		
17	Full on-line audit controls, providing detailed tracking relating to all transactions.		
18	Segregation of Duties functionality		
	ix. Role definitions – Front, Back Office, information only users and Super user(s) with different rights.		
	x. That deals entered the system need a Front Office (inputter) approval and then a Back Office (Confirmations) Approval		
	xi. System should provide an automatic report of deals that have not been completed (back office confirmed) daily.		

NO	TREASURY AND RISK MODULE INTEGRATION	YES/NO	COMMENTS
	xii. The inability of the person who has input a deal (the Front Office) to amend the deal once it is in the system.		

10.5. CASH MANAGEMENT

NO	CASH MANAGEMENT	YES/NO	COMMENTS
1	The system should provide an interactive daily cash position worksheet with drill-down capability to the individual transaction level		
2	Provide cash positions and forecasts and capable to imported and exported to/from Excel.		

10.6. REPORTING

NO	REPORTING	YES/NO	COMMENTS
1	Supply list of all standard reports available in the application		
2	Provide capabilities for user-defined reports to be created		
3	Capacity for electronic archiving		
4	Provide capacity to check reports for realised and unrealised profit & losses from		
	FX transactions		
	Money market		
	Fixed Income		
	Repos		
5	Provide analysis reports		
	Weighted average yield of investments		
	Fixed/Floating portfolio split		
	Duration		
6	Historical data		
	Provide history		
	Parameter settings		
	Achieving of data over long period		
7	Market data		
	Custom holiday / calendar definition (including once-off special event dates)		
	User-definable defaults (interest rates, tax rates, fees, etc) - specify		
	Authorization for changing of default settings		
	Tracking of all static data maintenance		

NO	REPORTING	YES/NO	COMMENTS
8	Report customisation functionality		

10.7. SECURITY

NO	SECURITY	YES/NO	COMMENTS
1	The system should ensure segregation of duties (Front / Middle and Back Office)		
2	Provide controls for the following		
	Audit trail records		
	User profiles		
	Static data		
	Limits		
3	Provide audit trail on trade and report changes		
4	Provide a security architecture diagram		
5	Password sensitivity		
6	Changing of passwords		
7	Providing automated logging-off capabilities		

10.8. SYSTEM CONTROLS

NO	SYSTEM CONTROLS	YES/NO	COMMENTS
1	The system should support country-specific holiday calendars		
2	Able to prompt is reset or maturity falls on a weekend		
3	Recognition of set dates and calculation of days (day count convention)		
4	Ability to change date formats		
5	Ability to interface with the bank's core banking system		
6	SWIFT Interface		
7	Interface with on-line trading systems (Reuters, Bloomberg) JSE Neutron		
8	Supply list of other commercial systems where interfaces exist		

Bidders who fail to demonstrate 100% system functionality stated in 5.1 to 5.9, through standard or customization will not be considered for further evaluation and will be disqualified at this stage.

11. STAGE 5: PRICE AND B-BBEE

TCTA will evaluate all bid submissions in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA). The pricing proposal to be submitted in a separate envelope marked Envelope B.

11.1. B-BBEE

11.1.1 The Bidder that fails to submit proof of B-BBEE status level or a non-compliant Bidder will not be disqualified at this stage but:

11.1.1.1 May only score points out of 80 for price; and

11.1.1.2 Scores 0 out of 20 for preference point.

11.1.2 A joint venture or consortium must submit a consolidated B-BBEE certificate to earn B-BBEE points.

11.1.3 All B-BBEE certificates must be obtained from verification agencies accredited by SANAS unless the Bidder is an EME or QSE which is 51% black owned in which case they must submit a validly commissioned affidavit.

11.2. PRICE SCHEDULE

The Bidder shall provide an all-inclusive schedules of staff costs and estimated person-hours based on work breakdown outlined in the Scope of Services. Support personnel such as secretaries, typists and clerks in the Bidders offices shall not be listed on the Pricing Schedule. Costs of such support shall be deemed to be covered by billing rates for professional staff.

Bidders are required to submit a comprehensive financial proposal in line with the deliverables, completing the Pricing Template provided by TCTA as Pricing Template - Envelop B. Project is estimated to not take longer than a period of 60 months.

11.2.1 If the price offered by the highest-scoring Bidder is not market-related, TCTA reserves the right not to award to that Bidder in terms of the PPPFA.

11.2.2 Price must be reflected Excluding and Including VAT.

11.2.3 All prices must include disbursements.

11.2.4 Prices must be firm and unconditional. Proposals with conditional prices will be rejected at the bid opening as not meeting the conditions of the bid.

11.2.5 Pricing schedule should be submitted in a separate sealed envelope marked Envelop B. Pricing should not be reflected in any other part of the proposal or cover thereof.

11.2.6 The Bid shall be subject to rate of exchange as at the date of the closing time and date of bid.

11.3. PREFERENTIAL POINTS CALCULATION

The weighting of the evaluation criteria is as follows:

Preferential Procurement	=	20
Functionality	=	85
Price	=	80

12. STAGE 6: SUPPLIER VETTING

TCTA reserves the right to disqualify a successful Bidder that submits fraudulent information or information that they do not have the authority to submit.

- 12.1 Is listed on the National Treasury's list of Blacklisted Suppliers or Defaulters or similar.
- 12.2 Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency.
- 12.3 Has a director and/or stakeholder who is employed by any organ of state; and
- 12.4 Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period.

13. STAGE 7: CONDITIONS OF BID

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

13.1. COSTS OF BIDDING

- 13.1.1. Bidder shall bear their own costs, disbursements and expenses associated with the preparation and submission of the Bid Submissions, including submission of any additional information requested by TCTA.
- 13.1.2. TCTA shall not under any circumstances be liable nor assume liability to The Bidder for costs, disbursements and/or expenses incurred by Bidder regardless of the outcome of the Bid process or by virtue of cancellation and/or postponement of the Bid process. Where applicable, a non-refundable fee for documents may be charged.

13.2. CLARIFICATIONS

- 13.2.1. All questions or queries regarding the Request for Bid must be directed to the person stated on the front page of this document. The queries must state the relevant Bid number in the subject field and be submitted at least five (5) working days before the stipulated closing date and time of the Request for Bid. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.
- 13.2.2. TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidder.
- 13.2.3. Should a Bidder fail to submit and/or complete any of the non-mandatory requirement, TCTA will call upon the Bidder to complete and submit such documents. TCTA reserves the right to request clarity and ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested documents and/or schedules duly completed within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder.

13.3. AMENDMENTS

- 13.3.1 TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements. The only proviso is that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 3 (three) business days before the stipulated closing date and time.
- 13.3.2 Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 13.3.3 TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.
- 13.3.4 TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 13.3.5 TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.
- 13.3.6 If TCTA amends its Bid requirements or requests additional information, The Bidder shall be entitled to withdraw its submission before the stipulated closing date and time and re-submit a replacement by not later than the stipulated closing date and time.

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

- 13.4.1 The Bidder shall be entitled to withdraw or modify its Bid Submission at any time before the stipulated closing date and time.
- 13.4.2 Any amendment or alteration to the Bid documents must be received before the closing date and time of the Bid as stipulated in the Special Conditions of Bid. The words "Amendment to Bid" and the description of the Bid must be clearly reflected on the envelope containing the documents or courier packaging as referred to in section 2.
- 13.4.3 No modification, alteration or substitution of Bid Submissions will be permitted after the stipulated closing date and time.
- 13.4.4 TCTA reserves the right to request Bids for clarification needed to evaluate their Bids; however, such request for clarification shall not allow or entitle Bidder to change the substance or price of their Bids after Bid opening. Any request for clarification and the Bidder's responses will be made in writing.

13.5. VALIDITY PERIOD

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

13.6. CONFIDENTIALITY

All Bid Submissions received by TCTA will remain in its possession. Save as may be required by law or by any court of competent jurisdiction or similar body having appropriate jurisdiction, no information contained in or relating to any Bid Submissions will be disclosed to any other parties.

13.7. RIGHT NOT TO AWARD

TCTA reserves the right, at its sole discretion, not to award to any of the Bidder or to cancel a Bid in line with regulation 13 of the Preferential Procurement Regulations, 2017:

- 13.7.1 Due to changed circumstances; there is no longer a need for the goods or the services specified in the invitation;
- 13.7.2 Funds are no longer available to cover the total envisaged expenditure;
- 13.7.3 No acceptable Bid is received; or
- 13.7.4 There are material irregularities in the Bid process

13.8. TERMS AND CONDITIONS OF CONTRACT

- 13.8.1 Once the successful Bidder is issued with a Letter of Award, a preliminary contract will be deemed to have been concluded between TCTA and the successful Bidder, which contract will include the following documents:
 - 13.8.1.1 The contents of this Request for Bids, including all annexures hereto and any additional requirements as may have been stipulated by TCTA;
 - 13.8.1.2 The relevant Bid Submissions;
 - 13.8.1.3 The letter of acceptance to the successful Bidder/s; and
 - 13.8.1.4 Any correspondence between TCTA and the relevant Bidder/s including all additional documents submitted by the relevant Bidder/s and accepted by TCTA for clarification purposes; and
 - 13.8.1.5 The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Bidder/s.
- 13.8.2 The Bidder will be deemed to have accepted the terms and conditions of an agreement and/or terms of reference attached to and issued with this Request for Bids. The terms and conditions of the attached agreement are non-negotiable.
- 13.8.3 If TCTA and the relevant Bidder are unable to reach consensus on the terms and/or conditions of the final written agreement, then TCTA reserves the right to cancel the award of the Bid. The cancellation will be without liability of any nature and TCTA is entitled to conclude an agreement with any other Bidder as may be necessary to meet its requirements.

13.9. VARIATIONS

No variations to the contract price will be accepted within 6 months from the date of award unless otherwise stipulated in the Letter of Award.

13.10. PERFORMANCE MANAGEMENT

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

13.10.2 If the final signed contract between the parties does not stipulate the number of times performance management meetings shall be held, they must be held as outlined below.

More than 3 years	once every month;
1 year to 3 years	once every 3 (three) months
6 months to 1 year	at least twice in the contract's duration
Less than 6 months	at least once in the contract's duration

13.11. COMMUNICATION

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

13.12. SUBCONTRACTING AFTER AWARD

The successful Bidder:

13.12.1 May only subcontract this scope of work no less than 6 (six) months after award;

13.12.1.1 May only subcontract with the prior written approval from the Contract Manager appointed by TCTA.

13.12.1.2 May only sub-contract more than 25% of the contract to a third party that has a B-BBEE status level that is more or equal to that of the successful Bidder, unless the third party is an EME capable of executing the contract.

13.13. CESSION OF RIGHTS

13.1.1. The successful Bidder may cede their rights to a third-party provided that:

13.1.2. The cession does not take place less than 6 (six) months from the date of award;

- 13.1.3. The third-party is registered on the CSD;
- 13.1.4. The third-party has a BBBEE status level of contributor equal to or higher than that of the successful Bidder;
- 13.1.4.1. The parties prepare a draft a cession agreement that meets all the legal requirements on a template of their own choosing and at their own legal costs; and
- 13.1.4.2. The cession agreement is submitted for vetting by TCTA before signature.
- 13.1.5. TCTA may reject the cession should it not meet the requirements set out above and provide reasons to the supplier.

13.14. NOTIFICATION OF UNSUCCESSFUL BIDDER

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

13.15. PROHIBITION OF BRIBERY, FRAUDULENT AND CORRUPT PRACTICES

- 13.15.1 No Bidder shall directly or indirectly commit, or attempt to commit, for the benefit of the Bidder or any other person, any of the following:
- Influencing, or attempting to influence, any employees or agents of TCTA in respect of the award of a Bid or the outcome of a Bid process in relation to any contract for the provision of goods or services; and/or
 - Offering or giving gratification to and/or inducing or attempting to induce – as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended from time to time – any of TCTA’s employees or agents in favour of or for the benefit of the Bidder and/or any other party; and/or
 - Bribing or attempting to bribe any TCTA’s employees or agents to influence the outcome of a Bid process in favour of or for the benefit of the Bidder and/or any other party.
- 13.15.2 TCTA shall be entitled to disqualify The Bidder/s if it has reason to believe that any conduct relating to that set out in Condition 13.15 above has occurred.

13.16. FRONTING

- 13.16.1 TCTA supports the spirit of broad-based economic empowerment. It recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in line with the Constitution, and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, TCTA condemns any form of fronting.
- 13.16.2 TCTA, in ensuring that Bidder conduct themselves honestly, will, as part of the bid evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the bid document. Should any of the fronting indicators, as contained in the Guidelines on Complex Structures and Transactions and Fronting issued by the Department of Trade and Industry, be established during such an enquiry/investigation, the onus will be on the Bidder to prove that fronting does not exist.
- 13.16.3 Failure to do so within 14 working days from the date of notification may invalidate the Bid/contract. Further, it may result in the restriction of the Bidder by the National Treasury from conducting conduct business with the public sector for a period not exceeding ten years. This is in addition to any other remedies the National Treasury may have against the concerned Bidder.

13.17. JOINT VENTURE OR CONSORTIUM

- 13.17.1 TCTA encourages the formation of joint ventures or consortiums as a condition for the award of contracts to promote the participation of black-owned enterprises. In this case, the TCTA has both a moral obligation and a vested interest in ensuring that both the black-owned enterprises and their established joint ventures or consortium partners are treated reasonably and equitably in terms of a sound, written agreement.
- 13.17.2 The members of a joint venture or consortium formed in response to transformation policies should share in at least the following aspects of the joint venture or consortium's activities in a meaningful and equitable manner:
- 13.17.2.1 Control
 - 13.17.2.2 Management
 - 13.17.2.3 Operations
- 13.17.3 The joint venture or consortium agreement must:
- 13.17.3.1 Clearly and comprehensively set out the contributions to be made by each member towards the activities of the joint venture or consortium in securing and executing the contract and should allocate monetary values to such contributions.

- 13.17.3.2 Record the percentage participation by each member.
- 13.17.3.3 Provide for meaningful input by all members to the policymaking and management activities of the joint venture or consortium;
- 13.17.3.4 Provide for the establishment of a management body for the joint venture or consortium;
- 13.17.3.5 Provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;
- 13.17.3.6 Promote consensus between the members while ensuring that the activities of the joint venture or consortium will not be unduly hindered by a failure to achieve it;
- 13.17.3.7 Provide for rapid, affordable and easy interim dispute resolution and effective final dispute resolution, if required; and
- 13.17.3.8 Be sufficiently flexible to allow for joint ventures or consortiums which differ in nature, objectives, inputs by members, management systems, etc;

13.17.4 Right to review the joint venture or consortium agreement

TCTA reserves the right to review the joint venture or consortium agreement between the parties to ensure that the minimum conditions set out in 13.17.3 above are adhered to. The review will further seek to ensure that the Black Owned Enterprise partner is not disadvantaged by conditions of the resultant agreement.

13.17.5 Amendment of the joint venture or consortium agreement

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

13.18. PAYMENT PROCESS

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

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

13.18.3 No payment shall be made unless the following information has been presented to TCTA to its satisfaction:

- 13.18.3.1 VAT registration certificate, if the successful Bidder is a VAT vendor;

- 13.18.3.2 Without deduction of PAYE and/or SITE, if the successful Bidder is not registered for VAT; or
 - 13.18.3.3 Statement setting out details of services rendered, accompanying invoice.
 - 13.18.3.4 Statement of account detailing cumulative costs claimed from contract inception against the contract amount.
- 13.18.4 All invoices shall contain a Purchase Order number, TCTA and successful Bidder's VAT number, if registered for VAT, successful Bidder's name, date of invoice, amount due, services rendered, due date, and any other relevant details. TCTA's VAT number is 4360104923.
- 13.18.5 Payment will only be made against original invoices that comply with the requirements of the VAT Act. Failure to remit a fully compliant invoice will result in late payment, without forfeiture of any settlement discounts that may be due to TCTA.

ENVELOP B - PRICING TEMPLATE

No	Description	Once-Off Costs	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026	Total
1	TMS inclusive of customisation where required							
2	Implementation							
3	Licencing							
4	Integration Services							
5	Training							
6	Change management							
7	User Support							
8	System Upgrade and Maintenance							
Total (excl VAT)								
15% VAT								
Total (incl VAT)								

ANNEXURE F: SBD 1 – REQUEST FOR BID

PART A: REQUEST FOR BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	1. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDER MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDER 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 BIDDER MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURE OR CONSORTIUMS / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY
RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

ANNEXURE G: SBD 3.1 - PRICING SCHEDULE – FIRM PRICES

FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF 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

Name of Bidder:	Bid Number:
Closing Time: 11:00	Closing date:.....

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

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

- Required by:
- At:
- Brand and mode

- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- 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.

*Delete if not applicable

ANNEXURE H: SBD 4 - DECLARATION OF INTEREST

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this Request for Bid (includes a price quotation, advertised competitive bid, limited bid or proposal). Given possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. To give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of Bidder or his or her representative:

.....

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors/trustees/shareholders/members, their individual identity numbers, tax reference numbers and, if applicable, employee / personal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) National Assembly or the National Council of provinces; or
- (e) Parliament.

² “Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the Bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the Bidder is:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.8.1 If yes, did you attached proof of such authority to the bid document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.8.2 If no, furnish reasons for non-submission of such proof:

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

2.9 Did you or your spouse, or any of the company's directors/trustees/shareholders/members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.9.1 If so, furnish particulars:

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

2.10 Do you, or any person connected with the Bidder have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars:

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

2.11 Are you, or any person connected with the Bidder, aware of any relationship (family, friend, other) between any other Bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.11.1 If so, furnish particulars:

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

2.12 Do you or any of the directors/trustees/shareholders/members of the company **YES / NO** have any interest in any other related companies whether or not they are bidding for this contract?

2.12.1 If so, furnish particulars:

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

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Personal Number

3. DECLARATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS
CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS
OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

ANNEXURE I: SBD 6.1: IN TERMS OF PPR 2017

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDER MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems apply to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.2 80/20 preference point system will apply to this tender Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a Bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.5 The purchaser reserves the right to require of a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where:

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidder who claims points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = (maximum of 20 points)

Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by the relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES NO

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted
- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES NO

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		

OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint venture or consortium / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Bidder
- Other Bidders, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>SIGNATURE(S) OF Bidder (s)</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p>

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE 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 render services described in the attached bidding documents to **TRANS CALEDON TUNNEL AUTHORITY** in accordance with the requirements and task directives / proposals specifications stipulated in Quote No SWS1340 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 date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Purchase order / Letter of Award or acceptance;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - 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 services 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

NAME OF FIRM

DATE

WITNESSES	
1
	.

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as
 accepts your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

ANNEXURE K: SBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MANDATORY)

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- i. This Standard Bidding Document must form part of all bids invited.
- ii. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- iii. The bid of The Bidder may be disregarded if that Bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- iv. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		

Item	Question	Yes	No
4.2	<p>Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

ANNEXURE L: SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of The Bidder if that Bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
6. 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 or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by 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 Joint venture or consortium 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder