PART A INVITATION TO BID

		R REQUIREMENTS OF THE	(NATI		,
_	7006-1-2025 CLOSING DATE: 28/10/2025 CLOSING TIME: 11:00 AM				
	POINTMENT OF A SERVICE PROVIDER(S) FOR DISTRIBUTION AND ADMINISTRATION OF RSA RETAIL				
DESCRIPTION	BONDS FOR A PERIOD OF THREE (3) YEARS				
	CUMENTS MAY BE	SUBMITTED ONLINE			
National Treasur					
Bid Proposals to	be submitted o	online on the e-Tender F	Porta	https://www.e	etenders.gov.za/
Tutorial Link on	uploading bid d	ocuments on e-Tender	Port	al <u>https://youtu</u>	ı.be/B7pNseNJYHM
BIDDING PROCEDU	RE ENQUIRIES MA	Y BE DIRECTED TO	TEC	HNICAL ENQUIRIE	ES MAY BE DIRECTED TO:
CONTACT PERSON	Supply Chain Ma	nagement	CON	ITACT PERSON	Supply Chain Management
TELEPHONE	ouppry on an inc				
NUMBER FACSIMILE			IELI	EPHONE NUMBER	K
NUMBER			FAC	SIMILE NUMBER	
E-MAIL ADDRESS		eTenders@Treasury.gov.za	E-M	AIL ADDRESS	NTAdministrativeTenders@Treasury.gov.za
SUPPLIER INFORMA	ATION				
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes [IF YES ENCLOSE	□No E PROOF]	FOR SUP GOO	YOU A EIGN BASED PLIER FOR THE DDS /SERVICES ERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RE	SIDENT OF THE R	EPUBLIC OF SOUTH AFRICA	(RSA)?	☐ YES ☐ NO
DOES THE ENTITY H	DOES THE ENTITY HAVE A BRANCH IN THE RSA?				
DOES THE ENTITY H	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS					

SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PA	RTICULARS 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:	



NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER(S) FOR DISTRIBUTION AND ADMINISTRATION OF RSA
RETAIL BONDS FOR A PERIOD OF THREE (3) YEARS

CLOSING DATE: 28 OCTOBER 2025 AT 11:00 AM

1. INTRODUCTION

The National Treasury (NT) invites proposals from qualified and experienced bidders to distribute, market, administer, and manage the RSA Retail Savings Bonds Programme.

The appointed service provider(s) will be expected to fully cover all new operations, including:

- Marketing and public outreach;
- Customer service and investor support;
- · Compliance and regulatory reporting; and
- Transaction processing and systems management.

In addition, the appointed service provider(s) should develop a proposal for the phased transition of the existing retail bond portfolio and customers onto the new platform.

The primary objectives are to:

- Expand public access to RSA Retail Savings Bonds;
- · Increase investor uptake and retail bond revenue; and
- Enhance operational efficiency and service delivery through innovative technologies and digital channels

Interested parties can find more information about the RSA Retail Bonds at: https://secure.rsaretailbonds.gov.za

2. OBJECTIVE

These Terms of Reference seek multiple service providers to take over and modernise the RSA Retail Bonds function, including:

- Full distribution, including digital options, and administration of retail bonds.
- Customer onboarding, engagement, and servicing.
- Transaction processing and compliance.
- Data analytics and performance reporting.

The appointed service provider(s) will manage all aspects of the retail bond programme, operating as an end-to-end partner in line with a service level agreement.

The National Treasury is committed to revitalising the RSA Retail Savings Bonds Programme as a cornerstone of financial inclusion, domestic savings mobilisation, and as part of the sovereign funding strategy. These Terms of Reference represent a shift from piecemeal technical improvements to a comprehensive outsourcing and modernisation of the entire retail bond portfolio.

The desired outcome is a digitally enabled, customer-centric, and data-driven distribution model that allows retail bonds to compete with commercial offerings while still upholding their unique position as a government-backed savings product.

This transformation will:

- Improve operational efficiency and reduce administrative burden.
- Expand access to government investment products across all demographics.
- Enhance trust and transparency through robust compliance and investor communication.
- Help South Africa deepen its local debt markets and secure more predictable domestic funding streams.

3. BACKGROUND INFORMATION

The RSA Retail Savings Bonds Programme was launched in May 2004 by the National Treasury as a strategic initiative to deepen domestic capital markets, promote financial inclusion, and provide South Africans, particularly individuals with a safe, simple, and risk-free savings instrument backed by the government.

3.1 Objectives:

At its core, the programme is aimed to achieve three interlinked objectives:

i. Diversify the Government's Funding Sources:

By tapping into household savings and reducing reliance on institutional or foreign debt markets, the state aimed to ensure a more balanced, resilient debt portfolio.

ii. Widen Access to Government Securities:

Traditionally, only institutional investors had access to government bonds through financial intermediaries. The retail bonds opened direct investment opportunities to ordinary citizens, empowering them to grow their savings while contributing to national development.

iii. Promote a Savings Culture in South Africa:

With South Africa's historically low household savings rate, RSA Retail Savings Bonds offered a risk-free entry point for first-time investors, retirees, and youth seeking alternatives to volatile or inaccessible financial products.

3.2 The Current Challenge:

While the RSA Retail Savings Bonds Programme initially experienced strong uptake buoyed by marketing efforts and trusted government backing growth, it has since plateaued due to several structural and operational challenges.

a) Over-Reliance on Traditional Channels:

The current distribution model for RSA Retail Savings Bonds is still heavily dependent on traditional, paper-based channels such as post offices, manual forms, and walk-in services. These legacy channels were instrumental in the early years of the programme but have since become increasingly obsolete in a fast-changing financial services landscape.

Today's investors particularly younger demographics expect instant, mobile-first, and self-service access to financial products. However, the current model offers limited flexibility, requiring physical

presence, manual verification, and extended turnaround times for simple transactions like new investments or withdrawals.

This over-reliance on outdated infrastructure results in several challenges:

- Low geographic reach and convenience, especially in areas where post office branches have closed or operate with reduced capacity.
- Inconsistent service delivery, with long queues, paper errors, and delays in processing.
- Accessibility barriers for digitally literate users who prefer app-based or online interfaces.
- Higher administrative costs for the state, due to printing, mailing, and manual labour requirements.

Moreover, the absence of alternative digital or agent-based channels means that the programme is unable to scale efficiently or penetrate new markets, particularly urban professionals, remote communities, and diaspora investors.

To remain relevant and competitive in an evolving financial ecosystem, the RSA Retail Bonds Programme must shift away from its dependence on static, physical distribution points and embrace a multi-channel, digitally enabled distribution strategy.

b) Limited Digital Integration:

Although there is some existing digital functionality through the RSA Retail Savings Bonds website and internal back-office systems, these platforms are not intuitive, mobile-responsive, or built for scale. The current user interfaces are outdated, difficult to navigate, and do not reflect modern design standards expected by today's digital consumers.

More critically, the system lacks seamless integration with widely used financial ecosystems, such as:

- Mobile money services (e.g., e-wallets, mobile payment platforms).
- Banking apps and fintech platforms that South Africans use daily.
- Real-time customer service tools like chatbots, messaging apps, and in-app support.

This disconnect means investors cannot:

- Easily track their investments on mobile devices.
- Set up automated contributions or reinvestments.
- Receive real-time notifications or support.
- Access their accounts via third-party channels like banking apps.

The result is a fragmented and friction-heavy customer journey that fails to align with the behaviour of modern investors particularly younger and tech-savvy demographics who expect instant, personalised, and fully digital financial experiences. Without a fully integrated digital architecture, the RSA Retail Bonds Programme cannot grow, innovate, or serve a broader population at scale.

c) Operational inefficiencies:

Retail back-office operations including investor registration, payment processing, withdrawal requests, compliance reporting, and account maintenance remain heavily manual and fragmented.

These processes rely on outdated systems and require significant human intervention, making them resource-intensive, time-consuming, and vulnerable to operational errors.

The lack of automation and integration across platforms results in:

- Delays in processing transactions such as investment confirmations, payouts, and redemptions.
- Inefficient handling of customer queries and withdrawals, often requiring multiple follow-ups.
- Compliance risks, due to slow reporting and manual checks that may not meet modern regulatory expectations.
- Reduced scalability, as current systems cannot support a significant increase in investor volume without expanding administrative capacity.

These inefficiencies collectively lead to a poor customer experience, discourage repeat investment, and prevent the RSA Retail Bonds Programme from reaching its full potential in a digital-first financial environment.

d) Underserved Demographics:

The current RSA Retail Bonds model has limited reach among younger, digitally savvy South Africans, including young professionals who are active participants in modern financial ecosystems. Presently, over 65% of retail bond investors are between the ages of 55 and 70, highlighting a significant demographic skew. This gap is largely due to the lack of digitisation, limited innovation, and outdated distribution channels, which fail to meet the expectations and habits of the younger generation. As a result, National Treasury is missing a key opportunity to cultivate long-term investor participation from emerging market segment.

e) Limited Market Visibility and Promotion:

The brand awareness and marketing of RSA Retail Bonds have not evolved with the times. Messaging and outreach are not tailored to new consumer behaviours, channels, or incentives.

4. SCOPE OF WORK

The appointed service provider(s) will be required to assume full responsibility for the end-to-end management, administration, and digitisation of the RSA Retail Bonds Programme. This includes the design, development, deployment, and ongoing operation of a fully integrated, secure, and user-centric platform that enables South Africans to seamlessly access, purchase, manage, and redeem RSA Retail Bonds across digital channels.

This initiative seeks to replace outdated systems and processes with a modern, scalable solution that is inclusive, customer-focused, and aligned with National Treasury's long-term digital transformation agenda. The appointed service provider(s) will also be expected to demonstrate capacity for innovation, scalability, and responsiveness to evolving market needs.

The key areas of responsibility are outlined below:

Digitised Distribution Platform

The service provider(s) must:

- Develop, implement and maintain a secure, scalable, and high-performance digital platform for the full lifecycle management of RSA Retail Bonds.
- Ensure the platform is accessible across mobile, web, and API-based channels, allowing for self-service onboarding, purchases, redemptions, reinvestments, and profile management.
- Ensure seamless integration with key third-party systems is possible, including, for example:
 - o Department of Home Affairs (for real-time ID verification),
 - o South African Reserve Bank (SARB) (for payments and settlements),
 - o Commercial banks (for account verification, statements, and funds transfers).
- The platform must also provide robust cybersecurity controls and data protection standards.

Administration and Operations

The service provider(s) will take over and manage all back-office operations, including:

- Full investor lifecycle management, covering account registration, KYC/AML compliance, investment transactions, interest payments, withdrawals, and reinvestments.
- Automation of compliance reporting, regulatory submissions, and internal audit support.
- Maintenance of accurate investor records and documentation, and secure archival in compliance with applicable laws.
- Real-time reconciliation and transaction processing.

The services must be scalable, ensuring the ability to handle growing transaction volumes without compromising performance.

Customer Service

The appointed service provider(s) must provide a responsive and accessible customer service operation, including:

- A national multilingual contact centre to assist with queries, complaints, and guidance.
- Live chat, chatbot, email, and phone-based support to accommodate diverse user preferences.
- An investor portal that enables secure, 24/7 self-service access to investment statements, transaction histories, and FAQs.

Innovation and Financial Inclusion

The service provider(s) is expected to continuously explore and implement technologies and channels that promote financial inclusion, such as:

- Mobile money, fintech platforms, and agency banking models to reach underserved populations.
- Use of AI, blockchain, and digital identity technologies (where appropriate) to improve transparency, trust, and operational efficiency.
- Flexible architecture that allows integration with future fintech ecosystems or government digital initiatives.

Performance and Reporting

The service provider(s) will be required to implement robust monitoring and reporting systems, including:

- Real-time analytics dashboards for Treasury oversight, tracking metrics such as uptake, demographics, transaction volumes, and service-level performance.
- Quarterly strategic and operational reports with analysis, insights, and recommendations.
- Compliance reporting as required by South African regulatory bodies.
- Mechanisms for continuous improvement and customer feedback tracking.

Costing and Implementation Plan

A detailed implementation plan and cost model must be submitted as part of the proposal. This must outline how the service provider will phase the delivery of the platform and operations and provide a clear financial roadmap for assuming the function.

The plan must include:

- Upfront development and deployment costs for the digital platform.
- Staffing and administrative costs, including operational support, compliance, and IT maintenance.
- Integration costs with National Treasury and third-party systems (e.g. SARB, Home Affairs, commercial banks).
- Customer service setup and ongoing operational costs, including staffing, contact centre infrastructure, and support tools.
- Marketing and investor outreach budget, including digital campaigns, partnerships, and education initiatives.
- Annual maintenance and innovation costs, including cybersecurity updates, UX/UI improvements, and new feature development.
- Phased transition of the existing retail bond portfolio and customers onto the new platform.

The cost proposal must be aligned with the project's phased implementation schedule and include assumptions, risks, and opportunities for optimisation over the three-year contract term.

Mitigation Plan for potential conflict of interest:

- Where the winning bidder is in the business of offering saving instruments similar to the RSA Retail Bonds, a comprehensive mitigation plan to deal with potential competition between the instruments should be submitted.
- Clear plan to ensure dedicated resources fully allocated at all times to the business of RSA Retail bonds, separated where possible to the resources committed to the winning bidders' similar saving instruments offerings.

5 DELIVERABLES AND TIMELINES

• The appointed service provider(s) will be expected to deliver the following outcomes throughout the duration of a **three-year contract**, subject to satisfactory performance and periodic reviews.

Platform and Operational Readiness

- Deliver a fully functioning, secure and scalable digital platform within the first six months of contract commencement.
- Ensure seamless integration with key stakeholders (e.g. Home Affairs, SARB, commercial banks) to support identity verification, payments, and regulatory compliance.

Monthly Performance Reporting

The appointed service provider(s) will be expected to submit detailed monthly performance reports, covering:

- Platform uptime and service availability.
- User engagement, investor registrations, and retention metrics.
- Transaction volumes, processing times, and error rates.
- Customer service key performance indicators (KPIs) (e.g. response time, complaint resolution).
- · Campaign effectiveness and marketing reach.
- Regulatory compliance status and incident reporting.

Annual Strategic and Marketing Plan

The appointed service provider(s) must submit an annual strategy and marketing plan, including:

- Proposed innovations, new features, or product enhancements.
- Refined demographic targeting strategies and outreach campaigns.
- Updates to incentive mechanisms aimed at increasing participation.
- · Risk mitigation strategies and alignment with relevant financial and regulatory requirements

Quarterly Reviews

Quarterly meetings will be held with National Treasury to assess:

- Performance against contractual deliverables and KPIs.
- Key lessons learned, operational challenges, and required adjustments.
- Strategic alignment updates and recommendations for market expansion or policy refinement.

Innovation and Scalability Commitments

The appointed service provider(s) is expected to demonstrate ongoing commitment to:

- Technological innovation (e.g., mobile wallets, blockchain integration, AI-enabled service bots).
- Expanding accessibility to underserved and remote populations.
- Enhancing user experience through continuous UI/UX improvement.
- Ensuring the platform's readiness to scale nationally.

6. MINIMUM EXPERIENCE AND REQUIREMENTS

- At least 5 years' experience in financial distribution, e-commerce, or digital banking.
- Proven delivery of scalable digital platforms.
- Knowledge of South African financial regulations and PFMA.
- Strong project management and stakeholder engagement skills.

7. BRIEFING SESSION

A non-compulsory briefing session will be conducted using Microsoft Teams. To express your interest in joining the session, please send an email to <a href="https://www.ntanton.org/ntanto-nation-nat

Date: 10 October 2025

Time: 10:00 - 11:00 AM South African Standard Time (SAST)

Venue: MS Teams

Link: https://events.teams.microsoft.com/event/d5359afb-6764-4b33-a4fe-834b7039d611@1a45348f-02b4-4f9a-a7a8-7786f6dd3245

Kindly refer to link also on eTenders and NT website

8. EVALUATION

8.1: MANDATORY REQUIREMENTS

An administrative evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed and/or attached such a bid will be eliminated from any further evaluation.

- a) In the case of a Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted (which will be verified).
- b) In the case of Joint Ventures and consortium, proposals must contain signed teaming Agreements.
- c) Proof of company registration on Central Suppliers Database (CSD).
- d) In the case of a Joint Venture, Consortium, Trust, or Partnership a Consolidated or for both companies Central Supplier Database Registration (CSD) is required.
- e) The bidder must have a valid Financial Sector Conduct Authority (FSCA) accreditation. Please provide your Financial Service Providers (FSPs) number.
- f) Service providers must submit a signed CV in the prescribed template as in ANNEXURE A.

FAILURE TO ADHERE TO ANY OF THE CONDITIONS OF THE BID MAY LEAD TO DISQUALIFICATION

Additional requirements (not for elimination)

g) Bidders must also submit a detailed **cost estimation and operating budget** that outlines all expected expenses associated with assuming the full RSA Retail Bonds function. This should include capital and operational expenditures and demonstrate affordability, value for money, and scalability over the 3-year contract period.

8.2: FUNCTIONALITY

A bidder that scores less than 65 points out of 100 as per categories in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified.

Table 1: Functionality evaluation criteria

	Criteria	Max. Points	Scoring Criteria
	FUNCTIONALITY CRITERIA		
1.	Company Experience Demonstrate experience in retail instruments, financial products and services, or largescale investment products. Company to provide company profile, list of similar projects and signed client reference letters. The list and evidence must address successfully completed project/s as the following: Description of the project, Client name, Client contact (i.e., email and office number), Project start date, project end date, and contract value. Reference letters should be on referral client letterhead and signed NB: Letter that does not reflect all required items will be allocated the lowest score.	30	 5 = Excellent List and submit five (5) or more signed reference letters of similar projects completed and more than 10 years' experience. 4 = Very good List and submit four (4) reference letters of similar projects completed and 6 – 10 years' experience. 3 = Good List and submit three (3) reference letters of similar projects completed and 3 – 5 years' experience. 2 = Average List and submit two (2) reference letters of similar projects completed and 1 – 2 years' experience. 1 = Poor No relevant experience provided, or references submitted.
2.	Customer Service & Investor Support Proposed service model (call centre, digital, in-person); responsiveness and proven track record with high-volume clients. Company to provide report with service model description, call centre metrics, digital support platform screenshots.	20	5 = Comprehensive service model including call centre, digital, and inperson channels fully described. Demonstrates rapid responsiveness statistics and digital support response time Proven track record with 5 or more high-volume clients. Provides detailed report with all required call centre metrics and clear screenshots of digital platforms.

4 = Service model includes at least two of the channels (call centre, digital, in-person) clearly described. Responsiveness metrics identified and digital response under 2 hours. Proven track record with 3-4 high-volume clients. Provides report with most call centre metrics and digital platform screenshots. 3 = Service model includes at least one channel described. Proven track record with 1-2 high-volume clients. Provides partial report with some call centre metrics platform and screenshots. 2 = Basic or unclear service model description; limited call centre or digital platform evidence; minimal responsiveness demonstrated; no proven track record with highvolume clients. 1 = No service model description or evidence provided; no call centre metrics or digital support platform data submitted. 3. & Transaction 20 5 = IT systems show full robustness, **Systems** Management scalability, and advanced security Security, robustness, with up-to-date certifications. Clear scalability of IT systems; digital system diagrams demonstrate innovation (apps, e-KYC); seamless integration with NT/SARB Digital integration with NT/SARB platforms. innovation platforms. Company to provide includes fully functional e-KYC and system diagrams, app platforms. Comprehensive data data protection compliance, digital protection compliance platform demonstrations, documentation and live digital security certifications. platform demonstrations provided. 4 = IT systems are well developed with up-to-date certifications. Clear system diagrams demonstrate seamless integration with NT/SARB platforms. Digital innovation includes functional e-KYC and app

			platforms. good data protection compliance documentation and live digital platform demonstrations provided 3 = IT systems show partial scalability and security features with limited integration evidence 2 = IT systems show basic functionality only, little or no scalability, weak security, no integration evidence.
			1 = IT systems inadequate, no evidence of security or scalability.No integration diagrams or documentation.
4.	Transition of Existing Portfolio Feasibility and detail of transition plan; risk mitigation; assurance of uninterrupted service. Company to provide Transition plan and risk management framework.	15	5 = Transition plan is comprehensive, detailed, and feasible with clear timelines, resource allocation, and key milestones. Robust risk mitigation framework with identification, assessment, and strong controls. Clear assurance of uninterrupted service with contingency and fallback plans. 4 = Transition plan is well-developed with most key details and feasible timelines. Risk mitigation is well-structured with most relevant risks addressed. Service continuity addressed with solid contingency measures. 3 = Average transition plan with limited risk management detail. 2 = Timelines of transition plan are vague or unrealistic. Risk mitigation is minimal or poorly addressed. Service continuity assurances are weak or lacking detail.

			1 = No clear plan or risk mitigation measures.
5.	Innovation & Digital Transformation Company to provide detailed innovation strategy or digital transformation plan. Reports/case studies of prior use of innovative technologies (e.g., mobile apps, digital KYC, blockchain, Al-powered platforms). Including evidence of successful digital adoption in similar financial service projects.	15	5 = Comprehensive and innovative digital-first approach with strong evidence of successful implementation, scalability, and relevance to RSA Retail Savings Bonds. 4 Comprehensive and innovative digital-first approach with good evidence of successful implementation, scalability, and relevance to RSA Retail Savings Bonds 3 = Some use of digital tools and channels, but limited innovation or scalability. 2 = Minimal use of digital tools and channels, but limited innovation or scalability. 1 = No evidence of innovation; outdated or manual processes
	Total Threshold	100%	proposed.
	Minimum threshold	65%	

Each panel member will rate each individual criterion on the score sheet using the following scale:

Value	Description	
5 - Excellent	Meets and exceeds the functionality requirements	
4 - Very Good	Above average compliance to the requirements	
3 - Good	Satisfactory and should be adequate for stated element	
2 - Average	Compliance to the requirements	
1 - Poor	Unacceptable, does not meet set criteria	

8.3. Preference Point System

In terms of Preferential Procurement Regulations, 2022, Regulation 4(1) the applicable Preference Point System for this tender is **80/20**, **Price (80)**, **and Specific Goals (20)**. In terms of Regulation 4(2-4) of the Preferential Procurement Regulations, preference points must be awarded for specific goals

stated in the tender. The bidder must provide the relevant proof/ required documents for each preference point system indicated.

8.4 Specific Goals

For the purposes of this tender, the tenderer will be allocated points based on the goals stated and should be supported by proof/ documentation stated in Table 3 below.

Specific goals for the tender and points to be claimed are indicated in the table below:

Table 2: Specific goals allocation table

#	Specific goals	Score	Required proof/documents to be submitted for evaluation purposes
1.	The company owned by Historically Disadvantaged Individuals (HDI) (Black). • 100% company owned by people who are Black (HDI) = 10 points • 75% - 99% company owned by people who are Black (HDI) = 8 points • 60% - 74% company owned by people who are Black (HDI) = 6 points • 51% - 59% company owned by people who are Black (HDI) = 3 point • 0 - 50% company owned by people who are Black (HDI) = 0 point	10 points	Proof of claim as declared on SBD 6.1 (one or more of the following will be used verifying the tenderer's status:
2.	 The company owned by Women. 100% company owned by people who are women = 10 points 75% - 99% company owned by people who are women = 8 points 60% - 74% company owned by people who are women = 6 points 	10 points	

#	Specific goals	Score	Required proof/documents to be submitted for evaluation purposes
	 51% - 59% company owned by people who are women = 3 point 0 - 50% company owned by people who are women = 0 point 		

*NB: Points will be allocated based on % ownership of the Company (Please attach proof/required documents).

Failure to submit the required proof will lead to a zero (0) status level for non-compliant service providers. The points scored by a bidder in respect of the points indicated above will be added to the points scored for price. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made regarding the required proof. A trust, consortium, or joint venture will qualify for points as a legal entity, provided that the entity submits the required proof.

9. TERMS AND CONDITIONS

- 9.1 Successful bidder(s) must be able to commence work as soon as the service level agreement has been signed.
- 9.2 National Treasury reserves the right to screen and vet shortlisted service providers before appointment.
- 9.3 National Treasury reserves the right to terminate the contract if there is clear evidence of deviations from the agreed specifications.
- 9.4 National Treasury reserves the right to appoint more than one service provider(s).
- 9.5 National Treasury may, in its sole discretion, instruct a key area or any part thereof to more than one successful bidder.
- 9.6 Successful bidder(s) to ensure compliance with labour and related legislation and standards. Bidder(s) should note that compliance with all relevant legislation and standards will be enforceable.
- 9.7 National Treasury reserves the right to communicate with the bidders pertaining to information submitted on the closing date and time.

10. PENALTIES/WARRANTIES

10.1 If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within seven (7) days to remedy such errors at no cost to the National Treasury.

10.2 Where the services do not meet the minimum standards of the National Treasury, the National

Treasury shall be entitled to deduct up to 5% (five percent) penalty on the relevant monthly invoice

as will be set out in the service level agreement.

10.3 National Treasury reserves the right to reject work that does not meet the required standard and

engage a different service provider to complete the work. National Treasury shall serve thirty (30)

days written notice for termination of contract in the case of non-performance.

10.4 Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor will be liable for the cost of the audit or inspection as well as the

cost of any losses incurred by the National Treasury associated with such non-compliance.

10.5 National Treasury also has the right to terminate the contract at any stage if there is substantive

proof of inefficiency in the delivery of the service.

11. **TENDER COSTS**

The Bidder will be liable for all costs incurred in response to this request.

12. BIDDERS' RESPONSIBILITY

The bidder is expected to fully acquaint themselves with the conditions, requirements and specifications of the National Treasury before submitting a completed response. Failure to do so will

be at the bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.

The selected bidder(s) will be required to enter into a written agreement with National Treasury. These

Terms of Reference any part thereof may be incorporated into and made part of such an agreement.

National Treasury shall not incur any obligation or liability towards the selected bidder(s) until a written

contract has been signed by the duly authorised National Treasury representative and the bidder(s).

13. TENDERING DETAILS

Contact Details for technical enquiries

E-mail Address: NTAdministrativeTenders@treasury.gov.za

14. LATE SUBMISSIONS

Proposals submitted after the specified closing date and time will not be considered.

15. DECLARATION

I/We the undersigned hereby declare that I/We have read and understand the above and agree to be

bound by the stated terms and conditions.

Name of Bidder

16

Name of contact Person	
Capacity	
Signature	Date



Special Conditions of Contract

NT006-1-2025:

APPOINTMENT OF A SERVICE PROVIDER(S) FOR DISTRIBUTION AND ADMINISTRATION OF RSA RETAIL BONDS FOR A PERIOD OF THREE (3) YEARS

CLOSING DATE: 28 OCTOBER 2025 AT 11:00 AM

VALIDITY PERIOD: 90 DAYS

A LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999), Preferential Procurement Policy Framework Act (PPPFA), NT SCM policy and any other applicable legislation. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are against the General Conditions of Contract, the Special Conditions of Contract take precedence.

B. BRIEFING SESSION

A non-compulsory briefing session will be conducted using Microsoft Teams. To express your interest in joining the session, please send an email to NTAdministrativeTenders@treasury.gov.za. The meeting details are as follows:

Date: 10 October 2025

Time: 10:00 - 11:00 AM South African Standard Time (SAST)

Venue: MS Teams

Link: https://events.teams.microsoft.com/event/d5359afb-6764-4b33-a4fe-834b7039d611@1a45348f-02b4-4f9a-a7a8-7786f6dd3245

Kindly refer to link also on eTenders and NT website

C. EVALUATION PROCESS AND CRITERIA

EVALUATION PROCESS

1.1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

1.1.1 Stage 1: Initial screening process

- a) In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:
 - Business registration, including details of directorship and membership.
 - Bank Account holder information.
 - In the service of the State status.
 - Tax compliance status.
 - Identity number.

- Tender default and restriction status; and
- Any additional and supplementary verification information communicated by National Treasury.

b) Administrative compliance

Duly completed and signed.

- Invitation to bid SBD 1
- Pricing schedule SBD 3.3
- Declaration of interest–SBD 4
- Preference Point Claim Form SBD 6.1
- Provide ID copies for all managing Directors.
- CIPC

1.1.2 Stage 2: Functionality evaluation as per attached Terms of Reference

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The panel members will individually evaluate the responses received against the following criteria as set out below:
- Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- The technical proposal will be scored out of 100 points, with a minimum threshold of 65% required. Bidders that do not meet the minimum functionality threshold of 65% will not be consider for further evaluation. Bidders will be evaluated on the functionality evaluation criteria in a table below:

Table 1: Summary of functional/Technical Evaluation Criteria

Criteria	Max. Points	Scoring Criteria
FUNCTIONALITY CRITERIA		

1	Company Experience	30	5 = Excellent
	Demonstrate experience in retail instruments, financial products and services, or large-scale investment products. Company to provide company profile, list of similar projects and signed client reference letters. The list and evidence must address successfully completed project/s as the following: Description of the project, Client name, Client contact (i.e., email and office number), Project start date, project end date, and contract value. Reference letters should be on referral client letterhead and signed		List and submit five (5) or more signed reference letters of similar projects completed and more than 10 years' experience. 4 = Very good List and submit four (4) reference letters of similar projects completed and 6 – 10 years' experience. 3 = Good List and submit three (3) reference letters of similar projects completed and 3 – 5 years' experience. 2 = Average List and submit two (2) reference letters of similar projects completed and 1 – 2 years' experience. 1 = Poor No relevant experience provided or references submitted.
2	Customer Service & Investor Support Proposed service model (call centre, digital, in-person); responsiveness and proven track record with high-volume clients. Company to provide report with service model description, call centre metrics, digital support platform screenshots.	20	5 = Comprehensive service model including call centre, digital, and in-person channels fully described. Demonstrates rapid responsiveness statistics and digital support response time Proven track record with 5 or more high-volume clients. Provides detailed report with all required call centre metrics and clear screenshots of digital platforms. 4 = Service model includes at least two of the channels (call centre, digital, or in-person) clearly described.

			Decreasiveness meatrics
			Responsiveness metrics identified and digital response under 2 hours. Proven track record with 3-4 high-volume clients. Provides report with most call centre metrics and digital platform screenshots.
			3 = Service model includes at least one channel described. Proven track record with 1-2 high-volume clients. Provides partial report with some call centre metrics and platform screenshots.
			2 = Basic or unclear service model description; limited call centre or digital platform evidence; minimal responsiveness demonstrated; no proven track record with high-volume clients.
			1 = No service model description or evidence provided; no call centre metrics or digital support platform data submitted.
3	Systems & Transaction Management Security, robustness, and scalability of IT systems; digital innovation (apps, e-KYC); integration with NT/SARB platforms. Company to provide IT system diagrams, data protection compliance, digital platform demonstrations, security certifications.	20	5 = IT systems show full robustness, scalability, and advanced security with up-to-date certifications. Clear system diagrams demonstrate seamless integration with NT/SARB platforms. Digital innovation includes fully functional e-KYC and app platforms. Comprehensive data protection compliance documentation and live digital platform demonstrations provided.
			4 = IT systems are well developed with up-to-date certifications. Clear system diagrams demonstrate seamless integration with NT/SARB platforms. Digital innovation includes functional e-KYC and

			app platforms. good data protection compliance documentation and live digital platform demonstrations provided 3 = IT systems show partial scalability and security features with limited integration evidence 2 = IT systems show basic functionality only, little or no scalability, weak security, no integration evidence. 1 = IT systems inadequate, no evidence of security or scalability. No integration diagrams or documentation.
4	Transition of Existing Portfolio Feasibility and detail of transition plan; risk mitigation; assurance of uninterrupted service. Company to provide Transition plan and risk management framework.	15	5 = Transition plan is comprehensive, detailed, and feasible with clear timelines, resource allocation, and key milestones. Robust risk mitigation framework with identification, assessment, and strong controls. Clear assurance of uninterrupted service with contingency and fallback plans. 4 = Transition plan is well-developed with most key details and feasible timelines. Risk mitigation is well-structured with most relevant risks addressed. Service continuity addressed with solid contingency measures. 3 = Average transition plan with limited risk management detail. 2 = Timelines of transition plan are vague or unrealistic. Risk mitigation is minimal or poorly addressed. Service continuity assurances are weak or lacking detail.

			1 = No clear plan or risk mitigation measures.
5	Innovation & Digital Transformation Company to provide detailed innovation strategy or digital transformation plan. Reports/case studies of prior use of innovative technologies (e.g., mobile apps, digital KYC, blockchain, Al-powered platforms). Including evidence of successful digital adoption in similar financial service projects.	15	5 = Comprehensive and innovative digital-first approach with strong evidence of successful implementation, scalability, and relevance to RSA Retail Savings Bonds. 4 Comprehensive and innovative digital-first approach with good evidence of successful implementation, scalability, and relevance to RSA Retail Savings Bonds 3 = Some use of digital tools and channels, but limited innovation or scalability. 2 = Minimal use of digital tools and channels, but limited innovation or scalability. 1 = No evidence of innovation; outdated or manual processes proposed.
	Total Threshold	100%	
	Minimum threshold	65%	

- Individual value scores will be multiplied with the specified weighting for the criterion to
 obtain the marks scored for all elements. These marks will be added and expressed as a
 fraction of the best possible score for all criteria. This score will be converted to a
 percentage, and only bidders that have met or exceeded the minimum threshold of 65%
 during functionality will be considered.
- The value scored for each criterion will be multiplied with the specified weighting for the
 relevant criterion to obtain the marks scored for each criterion. These marks will be
 added and expressed as a fraction of the best possible score for all criteria.

TERMS AND CONDITIONS

- Successful bidder(s) must be able to commence work as soon as the letter of appointment is issued.
- National Treasury reserves the right to screen and vet shortlisted service providers before appointment.
- National Treasury reserves the right to terminate the contract if there is clear evidence of deviations from the agreed specifications.
- National Treasury may, in its sole discretion, instruct a key area or any part thereof to more than one successful bidder.
- The successful service provider(s) and its employees or consultants will have to undergo a mandatory security clearance process. The National Treasury reserves the right to cancel, terminate or, not award the contract to a company that either doesn't avail itself for security clearance or fails such. The successful Supplier will also enter into a non-disclosure agreement with the National Treasury.
- The National Treasury has the right to terminate the contract as and when the services are no longer required or as soon as the allocated funds are depleted.
- The service provider must conclude an agreement(s) which must consist of, but is not limited to the following:
- o A clear description of the required services and deliverables
- o Defined payment terms for the service.
- Agreement that the successful service provider shall be a single point of contact for the service. In a case where the service provider outsourced services, the service provider will manage the National Treasury outsourced company directly.
- Agreement that the successful service provider must provide qualified personnel who have undergone necessary training and certification to provide the required service. Should the skill/s not be available in-house, this must be specified.
- National Treasury reserves the right to communicate with the service providers pertaining to information submitted on the closing date and time.

PENALTIES/WARRANTIES

- If it is shown that errors or shortcomings exist within the service provided, the bidder shall be
 notified in writing and shall be required to perform corrective services within seven (7) days
 to remedy such errors at no cost to the National Treasury.
- Where the services do not meet the minimum standards of the National Treasury, the National Treasury shall be entitled to deduct up to 5% (five percent) penalty on the relevant monthly invoice as will be set out in the service level agreement.

- National Treasury reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work. National Treasury shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the National Treasury associated with such noncompliance.
- National Treasury also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.

2. EVALUATION CRITERIA

- a) In terms of regulation 4 (1) of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Specific goals in terms of which points are awarded to bidders on the basis of:
 - The bidded price (maximum 80 points)
 - Specific goals (maximum 20 points)
- b) The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000:

$$Ps = 80 \left(1 - \frac{Pt - P\min}{P\min} \right)$$

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration: and

Pmin = Price of lowest acceptable tender.

A maximum of 20 points may be awarded to a tenderer for the specific goals specified for the tender. The points scored for the specific goal must be added to the points scored. for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

c. The State reserves the right to arrange contracts with more than one contractor.

2.1 POINTS

The Preferential Procurement Regulations 2022 were gazetted on 4 November 2022 (No. 47452) with effect from 16 January 2023. The 80/20 preference points systems will be

applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

Note to organs of state: 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

Table 2: Specific Goals Criteria

#	Specific goals	Score	Required proof/documents to be
	The company owned by Historically	10 points	submitted for evaluation purposes Proof of claim as declared on SBD 6.1
1.	Disadvantaged Individuals (HDI) (Black). • 100% company owned by people who are Black (HDI) = 10 points	TO POINTS	one or more of the following will be used verifying the tenderer's status: Company Registration Certification / document (CIPC) Certified identification documentation of company
	• 75% - 99% company owned by people who are Black (HDI) = 8 points		director/s Consolidated B-BBEE certificated if the tendering company is a Consortium, Joint Venture, or Trust (Issued by
	60% - 74% company owned by people who are Black (HDI) = 6 points		verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust.
	• 51%- 59% company owned by people who are Black (HDI) = 3 point		Joint Venture, or Trust.
	0 - 50% company owned by people who are Black (HDI) = 0 point		
2.	The company owned by Women. 100% company owned by people who are women = 10 points	10 points	
	• 75% - 99% company owned by people who are women = 8 points		

NT006-1-2025: APPOINTMENT OF A SERVICE PROVIDER(S) FOR DISTRIBUTION AND ADMINISTRATION OF RSA RETAIL BONDS FOR A PERIOD OF THREE (3) YEARS

#	Specific goals	Score	Required proof/documents to be
			submitted for evaluation purposes
	• 60% - 74% company owned by		
	people who are women = 6		
	points		
	51%- 59% company owned by people who are Black (HDI) = 3 point		
	0 - 50% company owned by people who are women = 0 point		

*NB: Points will be allocated based on % ownership to the Company (main tendering entity). Please attach proof/ required documents.

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

- a) The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- b) Bidders are requested to complete the various specific goals forms in order to claim points.
- c) Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for specific goals.
- d) The National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their specific goals.
- e) Points scored will be rounded off to the nearest 2 decimals.
- f) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the bid. Should two or more bids be equal in all respects, the award shall be decided by drawing lots.
- g) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

3. MANDATORY REQUIREMENTS

- **3.1** An administrative evaluation will be carried out on all the bids received and if the undermentioned documentation is not signed and/or attached such a bid will be eliminated from any further evaluation.
- a) In the case of a Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted (which will be verified).
- b) In the case of Joint Ventures and consortium, proposals must contain signed teaming Agreements.
- c) Proof of company registration on Central Suppliers Database (CSD).
- d) In the case of a Joint Venture, Consortium, Trust, or Partnership a Consolidated or for both companies Central Supplier Database Registration (CSD) is required.
- e) The bidder must have a valid Financial Sector Conduct Authority (FSCA) accreditation. Please provide your Financial Service Providers (FSPs) number.
- f) Service providers must submit a signed CV in the prescribed template as in ANNEXURE
 A below

FAILURE TO ADHERE TO THE CONDITIONS STATED ABOVE WILL LEAD TO DISQUALIFICATION

NOTE: Additional Required Documents (Not for elimination)

a) Bidders must also submit a detailed cost estimation and operating budget that outlines all expected expenses associated with assuming the full RSA Retail Bonds function. This should include capital and operational expenditures and demonstrate affordability, value for money, and scalability over the 3-year contract period.

4. TAX COMPLIANCE STATUS

Bids received from bidders with a non- compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

5. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax where applicable.

6. CLIENT BASE

6.1 National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

7. LEGAL IMPLICATIONS

Successful service providers will enter into a service level agreement with National Treasury

8. COMMUNICATION

National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by

letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

9. SUBMISSION OF BIDS

9.1 ONLINE BID SUBMISSION

- 9.1.1 Bidders must submit their bids online through the e-Tender Publication portal.
- 9.1.2 Manual or hardcopy bids are **NOT** acceptable.
- 9.1.3 The online e-Tender publication portal can be accessed on the following link: https://www.etenders.gov.za/
- 9.1.4 The link for online bid submission tutorial is attached as https://youtu.be/B7pNseNJYHM
- 9.1.5 Bidders must ensure that bids are uploaded onto the system by the stipulated date and time.
- 9.1.6 If a bid is late and or loaded incorrectly by the closing date, it will not be accepted and receive further consideration.
- 9.1.7 Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth, or the size of the number of uploads they are submitting. National Treasury will not be held liable for any challenges experienced by bidders as a result of their technical challenges. Please do not wait for the last hour to submit. Queries sent on the closing date will not be considered, queries should be sent at least a day before the closing date to prevent issues of not receiving assistance and National Treasury will not be held liable resulting in non-submission.
- 9.1.8 Bidders to adhere to all the rules for the online bid submission.

10. LATE BIDS

Bids received after the closing date and time will **NOT** be accepted for consideration.

11. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

12. PROHIBITION OF RESTRICTIVE PRACTICES

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

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

13. FRONTING

a. The National Treasury supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the National Treasury condemns any form of fronting.

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

14. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will enter into a formal contract with the National Treasury.

15.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: **NT006-1-2025**:

Description: APPOINTMENT OF A SERVICE PROVIDER(S) FOR DISTRIBUTION AND ADMINISTRATION OF RSA RETAIL BONDS FOR A PERIOD OF THREE (3) YEARS

Bid closing date and time: 28 OCTOBER 2025 AT 11H00AM

15.2 PRICE/FINANCIAL PROPOSAL

Bid No: **NT006-1-2025**

 $\hbox{Description: APPOINTMENT OF A SERVICE PROVIDER(S) FOR DISTRIBUTION AND}$

ADMINISTRATION OF RSA RETAIL BONDS FOR A PERIOD OF THREE (3) YEARS

Closing date and time: 28 OCTOBER 2025 AT 11H00AM

17. CONTACT DETAILS

Physical address: 40 Church Street, Pretoria

For General enquiries: <a href="https://www.ncar.nlm.ncar

PRICING SCHEDULE (Professional Services)

NAME	OF BIDDER:	BID NO: NT006-1-2025
CLOSI	NG TIME 11:00 AM ON 28 OCTOBER 2025	
OFFER	R TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.	
ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
	INTMENT OF A SERVICE PROVIDER(S) FOR DISTRIBUTION AND AI E (3) YEARS	OMINISTRATION OF RSA RETAIL BONDS FOR A PERIOD O
Servic	es must be quoted in accordance with the attached terms of refere	ence
001110	oo maar bo quoted in accordance with the attached terms of follow	
	Total cost of the assignment (R inclusive VAT)	R
	NB: Bidders are also advised to indicate a total	al cost breakdown for this assignment.
	The financial proposal for this assignment should cover for above.	or all assignment activities and outputs enumerated
2.	Period required for commencement with project after acceptance	ee of bid
3	Are the rates quoted firm for the full period? Yes/No	
4.	If not firm for the full period, provide details of the basis on which	h
	Adjustments will be applied for, for example consumer price ind	ex.
Any er	nquiries regarding bidding procedures may be directed to –	
•		
	tment: National Treasury	
Any er	nquiries regarding technical enquiries may be directed to –	

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.

Contact Person: <u>NTAdministrativeTenders@Treasury.gov.za</u>

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

 YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State
			•

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? YES/NO

2.2.1	If so, furnish particulars:		
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO		
2.3.1	If so, furnish particulars:		
3	DECLARATION		
	I, the undersigned, (name)		
3.1 3.2	I have read and I understand the contents of this disclosure; I understand that the accompanying bid will be disqualified if this		
3.3	disclosure is found not to be true and complete in every respect; 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		
3.4	venture or consortium2 will not be construed as collusive bidding. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.		
3.4	The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.		
3.5	There have been no consultations, communications, agreements or		

arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature	Date
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. **DEFINITIONS**

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

The 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The company owned by Historically Disadvantaged Individuals (HDI) (Black).	10 points	
100% company owned by people who are Black (HDI) = 10 points		
• 75% - 99% company owned by people who are Black (HDI) = 8 points		
• 60% - 74% company owned by people who are Black (HDI) = 6 points		
• 51%- 59% company owned by people who are Black (HDI) = 3 points		
0 - 50% company owned by people who are Black (HDI) = 0 point		
The company owned by Women.	10 points	
100% company owned by people who are women = 10 points		
• 75% - 99% company owned by people who are women = 8 points		
60% - 74% company owned by people who are women = 6 points		

 people who are women = 3 point 0 - 50% company owned by people who are women = 0 point
• • • • • • • • • • • • • • • • • • • •
who are women = 0 point

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3.	Name of company/firm	
4.4.	Company registration number:	
4.5.	TYPE OF COMPANY/ FIRM	
	 □ Partnership/Joint Venture / Consortium □ One-person business/sole propriety □ Close corporation □ Public Company □ Personal Liability Company □ (Pty) Limited □ Non-Profit Company □ State Owned Company [TICK APPLICABLE BOX] 	

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any

organ of state for a period not exceeding 10 years, after the *audi* alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

- 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

- origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual

- for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii)following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

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

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a
 provisional payment or anti-dumping or countervailing right is
 increased in respect of any dumped or subsidized import, the State is
 not liable for any amount so required or imposed, or for the amount of
 any such increase. When, after the said date, such a provisional
 payment is no longer required or any such anti-dumping or
 countervailing right is abolished, or where the amount of such
 provisional payment or any such right is reduced, any such favourable
 difference shall on demand be paid forthwith by the contractor to the
 State or the State may deduct such amounts from moneys (if any)
 which may otherwise be due to the contractor in regard to supplies or
 services which he delivered or rendered, or is to deliver or render in

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National 33.1 Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) conserved.
	contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)



PLEASE COMPLETE QUESTIONNAIRE A <u>OR</u> B

Contractors'/Suppliers' Questionnaire – Individuals: Questionnaire A

Please answer the questions by marking the appropriate column with an "X". Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Natural Persons:	
Surname:	
Initials:	
First two names:	
Title:	
ID number or passport number:	
Nationality:	
Income Tax reference number:	
Date of birth:	
If not a citizen of the RSA, furnish a	
certified copy of a work permit:	
Postal address and code:	
Residential address and code:	
Telephone numbers:	
Facsimile numbers:	
E-mail address:	
If in possession of a tax clearance	
certificate or exemption certificate	
(IRP30), furnish a certified copy	
thereof:	
Jurisdiction in which contractor is	
"ordinarily resident" i.e. place of	
permanent residence:	

Ques	stion	Yes	No
1.	Do you supply services on behalf of a Labour Broker?		
2.	Are you subject to the control or supervision of the National Treasury (NT)? Including, but not limited to, the following: The manner of duties performed; The hours of work; The quality of work.		
3.	Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period)		
4.	 Will payment to you include any benefits? Including, but not limited to, the following: Leave pay; Medical aid; Training; Sick Leave. 		
5.	Will, or have you be/been in the full time employment of the NT?		
6.	Will you require of the NT to provide any equipment, tools, materials or office space, in order to fulfil the contract?		
7.	Do you supply these, or similar, services only to the NT and not to any other client or the general public?		
8.	Will you be required to work more than 22 hours per week?		
8.1	If "yes", will payment be made on an hourly, daily weekly or monthly basis?		
8.2.1	Will you work solely for the NT? Will you provide a written statement to this effect?		
Non-F	Residents of the RSA		-
9.	Will you return to your jurisdiction of residence upon the termination of the contract?		
10.	Is the contract to exceed a period of three years?		
11.	Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time?		
12.	Is your employer resident in the Republic of South		

Ques	stion	Yes	No
	Africa or does a permanent establishment or branch represent the employer in the Republic?		
13.	If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch?		
14.	Will you be required to perform any work outside of the Republic?		
15.	Do you agree to submit copies of your passport should the NT, so require?		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:



PLEASE COMPLETE QUESTIONNAIRE A OR B

Contractors'/Suppliers' Questionnaire – All Service Providers (excluding Individuals): Questionnaire B:

Please answer the questions by marking the appropriate column with an "X". Please do not leave out any question relating to your specific circumstances.

Contractor/Supplier Name:	
Corporate Contractors (including	
companies, close corporations and	
trusts):	
Registered name and furnish a	
certified copy of registration:	
Nature of legal entity:	
Trade name:	
Registration number:	
Date of incorporation:	
Jurisdiction of incorporation:	
Jurisdiction where effective	
management is performed:	
Income tax reference number:	
Employees' Tax reference number:	
Value Added Tax number and	
furnish a certified copy of VAT 103	
Certificate:	
Postal address and code:	
Physical address and code:	
Telephone numbers:	
Facsimile numbers:	-
E-mail address:	

Ques	stion	Yes	No
1.	Are you a "Labour Broker" i.e. do you provide payment for supplying the National Treasury (NT) with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract.		
2.	Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family)		
3.	Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to the NT? (For example secretarial employees would NOT be so engaged)		
4.	Would you be regarded as an employee of the NT if the service was rendered by the person directly to the NT, other than on behalf of the contractor?		
5.	Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by NT? If "yes", please specify the nature and extent of the training:		
6.	Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties?		
7.	In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by NT? If "yes", please state the nature thereof:		
8.	Are you subject to the control or supervision of the NT, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service?		
9.	Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals?		
10.	Will more than 80% of your income, during the year		

Ques	stion	Yes	No
	of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from any one client , or any associated institution, in relation to the client?		
11.	Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)]		
12.	Does your contract contain any clause that will enable you to receive payment, even if no work was done?		
13.	Have you ever been classified as a Labour Broker or personal services company (including Close Corporation and Trust) by SARS or any other client?		
14.	If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate:		

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

Representative's Full Names:	Capacity:	Contact number:
Signature:		Date:

ANNEXURE A

CURRICULM VITAE TEMPLATE

1. Personal Details

	Surname	
	First names	
Personal Information:	Identity / Passport Number	
	Gender	
	Nationality	
	Current Position/Title in the organization	

2. Relevant Qualifications

Name of Qualification	Institution	Start Date	End Date	Professional Registration (Optional)

- International qualifications must be accompanied by SAQA accreditation. Non-submission of a certified SAQA accreditation certificate will result in disqualification.
- Strict compliance with Act No. 13 of 2014: Employment Services Act and Act No. 13 of 2002: Immigration Act should be observed, in case of foreign nationals.

3. Employment History

(Add additional entries if required. Please start with the most recent employment and include the start date (MM/YY) and end date (MM/YY) related to each employment under the first column.)

	Experience							
Name Employer	of	Position Held	Role description	Start Date	End date	Number Experience	of	Years'

- Please start with the most recent employment
- For evaluation purposes experience not relevant to services required in this bid will not be considered or counted in the overall number of years' experience.

4. References

Please provide at least three employment references.

1 Name of referee Organisation Position of referee in organisation Contact details of referee 2 Name of referee Organisation Position of referee in organisation	
Position of referee in organisation Contact details of referee Name of referee Organisation	
Contact details of referee 2 Name of referee Organisation	
2 Name of referee Organisation	
Organisation	
Position of referee in organisation	
Contact details of referee	
3 Name of referee	
Organisation	
Position of referee in organisation	
Contact details of referee	

AVAILABLE TO BE	PART OF THE PROJI	ECT AND THAT I	AM NOT IN	
SIGNATURE:				