



# **National Empowerment Fund**

**RFP No: NEF 11/2022/23**

**PROVISION OF A LOANS MANAGEMENT  
SYSTEM**

**CLOSING DATE: 07 April 2022**

**TIME: 14H00**

**1. Proprietary Information:**

The National Empowerment Fund (NEF) considers this Tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to NEF. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information in part or as a whole to any third party without the prior written consent of NEF.

**2. Enquiries**

All communication and attempts to solicit information of any kind relative to this Tender should be channelled to the officials named below:

**Contact persons (all questions should be in writing)**

**Commercial**

Kedibone Mboweni

Supply Chain Management

Tel: +27 11 305 8000

Email: [mbowenik@nefcorp.co.za](mailto:mbowenik@nefcorp.co.za)

**Technical**

Deon Vermeulen

Chief Information Officer

Tel: +2711 305 8000

[vermeulend@nefcorp.co.za](mailto:vermeulend@nefcorp.co.za)

**3. Medium of Communication**

All the documentation submitted in response to this tender must be in English.

**4. Verification of Documents**

Tenderers should check the numbers of pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the NEF in regard to anything arising from the fact that pages are missing or duplicated.

**5. Validity Period**

Responses to this tender received from tenderers will be valid for a period of **150** days counted from the closing date of the tender.

## CONDITIONS AND UNDERTAKINGS BY TENDERER IN RESPECT OF THIS TENDER

### 6. Submission of Tenders

- 6.1. **TENDER RFP NEF 09/2022/23, Provision of Loans Management System** must be emailed to [tenders@nefcorp.co.za](mailto:tenders@nefcorp.co.za) by no later than **14h00** on **07 April 2023**. **A non-compulsory virtual briefing session will be held on 22 March 2023 at 11:00**. To join the briefing session, names and email addresses must be submitted to [tenders@nefcorp.co.za](mailto:tenders@nefcorp.co.za) before **21 March 2023 by 14:00**
- 6.2. All enquiries regarding this RFP should also be directed to the following email addresses, [tenders@nefcorp.co.za](mailto:tenders@nefcorp.co.za); [vermeulend@nefcorp.co.za](mailto:vermeulend@nefcorp.co.za); [mcingak@nefcorp.co.za](mailto:mcingak@nefcorp.co.za); [mbowenik@nefcorp.co.za](mailto:mbowenik@nefcorp.co.za) and [tofilex@nefcorp.co.za](mailto:tofilex@nefcorp.co.za).
- 6.3. No tender received by telegram, telex, facsimile or similar medium will be considered.
- 6.4. Where a tender document is not received at the time of the tender closing, such a tender document will be regarded as a late tender. Late tenders will not be considered.
- 6.5. The tenderer is responsible for all the costs that shall be incurred in relation to the preparation and submission of the tender document.
- 6.6. A list of all references (minimum 3) with contact details must be included in the tender document.
- 6.7. Copies of qualifications, identity documents (IDs) and the curricula vitae (CVs) of persons who will be involved in the execution of this tender should the tenderer be successful must be attached to the proposal.
- 6.8. The following information also needs to be provided with the tender document:
- Names and details of senior management
  - Employment equity details of employees at an operational level

- Percentage of ownership by number of:
  - Black ownership
  - Black women ownership
  - Youth ownership
- Percentage of ownership by profit share of:
  - Black ownership
  - Black women ownership
  - Youth ownership

6.9. An original valid Tax Clearance certificate must be included in the tender document. Failure to submit a certificate would render your tender invalid.

6.10. Copy/ies of any affiliations that you may have must be attached to the response to this tender.

6.11. Kindly note that the NEF is entitled to amend any tender conditions, validity period, specifications, or extend the closing date of tenders before the closing date. All tenderers, to whom the tender documents have been issued, will be advised in writing of such amendments within reasonable time after they are made.

6.12. The NEF reserves the right not to accept the lowest tender or any tender in part or in whole.

6.13. The NEF reserves the right to award this tender to a black empowered firm.

6.14. The NEF also reserves the right to award this tender to any party whom it decides as a whole or in part without furnishing reasons. The NEF reserves the right to withdraw this tender at any stage with or without giving reasons.

6.15. The tenderer hereby offers to render all or any of the services described in this tender document to the NEF on the terms and conditions and in accordance with the specifications stipulated in this tender document. This tender document and the tenderer's response thereto shall form part of any service level agreement that may be concluded between the NEF and the tenderer. In the event of conflict between such documents, the service level agreement shall take precedence over all other documents.

- 6.16. Tenders submitted by juristic persons or partnerships must be signed by a person or persons duly authorized thereto by a resolution of a board of such juristic person, a copy of which resolution, duly certified be submitted with the tender.
- 6.17. The tenderer shall prepare for a possible presentation should NEF require such and the tenderer shall be notified thereof no later than 4 (four) days before the actual presentation date.
- 6.18. The tenderer hereby agrees that the offer herein shall remain binding upon him/her and will be open for acceptance by the NEF during the validity period indicated herein.
- 6.19. The tenderer furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 6.20. The tenderer hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this tender as the principal(s) liable for the due fulfillment of this tender and any contract that might be concluded pursuant hereto.
- 6.21. The NEF will treat your personal information as confidential and take all necessary steps to protect your information as required by the Protection of Personal Information Act of 2013. The NEF will only process your information (which involves but is not limited to collecting, collating, organising, disseminating and destroying) in the following circumstances:
- where you have granted the necessary consent;
  - where we are required to do so by law;
  - where processing is necessary to protect our legitimate interests;
  - where it is necessary for the conclusion or performance of a contract to which you are party; or
  - where it is in the public interest to do so.

By signing this tender document (RFP), the bidder hereby consents to the use of their personal information which forms part of the tender process and as may be discovered by the NEF and confirm that the information is supplied voluntarily without undue influence from any party. Tenderers acknowledge that they are aware of their right to access the information at a reasonable time for purposes of rectification or object to the processing of the information.

- 6.22. **Bidders are required to register on the National Treasury Database as per National Treasury Circular No 3 of 2015/2016 – Central Supplier Database (CSD).**

**CONDITIONS AND UNDERTAKINGS BY BIDDERS IN RESPECT OF THIS TENDER**

Name of your Company (in block letters)	
Signature(s) of the Bidders	
Name of person signing (in block letters)	
Capacity	
Are you duly authorized to sign this tender?	
Company Registration Number	
VAT Registration Number	
Postal address (in block letters)	
Physical address (in block letters)	
<i>Domicillium citandi et executandi</i> in RSA	(full) street address) (in block letters)
Contact Person	
Telephone Number	
Fax Number	
Cell Number	
E-mail	

**\*Failure to comply with any of the terms and conditions as set out above will invalidate the tender.**

**SECTION: 2**

**TERMS OF REFERENCE /**

**SCOPE OF SERVICE**



## Preamble

The National Empowerment Fund Act No.105 of 1998 established the National Empowerment Fund Trust (NEF), for the purpose of promoting and facilitating economic equality and transformation, by providing development finance for Black empowered South African businesses and by designing investment products in promoting savings and investment activity amongst Black South Africans. The NEF is an agency of the Department of Trade and Industry (**the dti**) and is committed to the implementation of the Broad Based Black Economic Empowerment Act, Act 53 of 2003, and the Codes of Good Practice.

The NEF expects to change its core Loans Management system in a way that will maximise efficiencies, reduce administrative costs, better serve stakeholders and ultimately leverage on technology to drive staff efficiency and improve customer service.

## Scope of work

With the overall guidance, direction from NEF, and focal points assigned from NEF, the vendor is required to develop/provide a cloud-based web application to automate all the features rendered during loan tenure by NEF, covering functions listed, but not limited to, Annex a of the RFP. The scope of services to be undertaken by the vendor is:

1. Implementation of a web-based (Cloud Hosted) Loan Management System (LMS).
  - a. In case of NEF having to purchase/acquire Cloud Storage, vendor should provide the suitable industry standard for the required technical specifications for both software (OS, environment) and Hardware (CPU, RAM, Storage Size).
  - b. In case, Vendor is arranging cloud storage, NEF shall be informed of the technical specifications and should be provided with guarantee of 99% uptime.
2. Designing security profiles to enable user access as per their roles.
3. System Integration with existing applications and User Acceptance testing.
4. Data migration.
  - a. Vendor shall provide details of database tables the data should be in and migrate historical data from the current system.
5. Technical and user documentations.
6. Project Management.
7. Provide warranty support for a period of 36 - 60 months.
  - a. The Warranty support covers resolution of issues that may arise during

implementation or queries on the usage of LMS.

b. The Warranty support covers alterations to workflows and modules of the proposed LMS as required by the NEF.

8. Conduct end user training

9. Conduct training/technical knowledge transfer for IT administrators

10. System and user Change Management

11. Facilitate End User Testing and Sign-off

12. Provide / Build Development and Test environments for the duration of the project. On completion of the project, the content will be transferred to the NEF existing environments or proposed hosting platform

13. Proposals and pricing must be for a five-year solution including all support, hardware and licensing costs. The cost of annual SLA support hours must be included in proposals over the duration of the five-year solution at an hourly rate.

The vendor shall provide information on whether any patches, upgrades or additional hardware and/or software and/or services which need to be purchased or installed, for the proposed software to perform.

### **Technical scope of service**

The requirements of the NEF are that the successful bidder is able to provide the following:

- An efficient and cost-effective loans management solution
- Processes and control to mitigate operational risks and fraud.
- Ability to integrate applications and GL transactions.
  - Integration of applications from Microsoft Customer Relationship Management.
  - Integration of GL transactions to the GL system. (Dynamics GP)
- Ability to provide a full audit trail and updated security system.
- Product Management

Must be able to support products below:

- Property Finance
- Acquisition
- Capital Market / Expansion Capital
- Franchise
- Project Finance
- Rural and Community
- Strategic
- Procurement etc

Ability to support end-to-end product life cycle

- Loans Creation – including notifications when a contract is activated.
- Loans Disbursement
- Loans Write-Off
- Loans Collection Processing
- Loans Rescheduling/Restructuring
- Loans Settlement – including early settlement
  
- Supports flexibility of the system to meet speed to market and other promotional activities such as moratorium, reduced/increased interest rate, contract term etc
- Supports rounding up/down the monthly instalment amounts and perform adjustment at the last instalment
- Interest rate
  - Parameterised rate for both Fixed and Prime rate
  - Ability to support prime rate with interest spread
  - Ability to automatically change interest rate (prime) based on setup up
  - Ability to provide interest on both compound and simple basis
  - Ability to implement penalty interest for late payments and arrears
- Disbursements

Ability to support the loan disbursement process for the investee with the following methods:

  - Deposit into the investee account
  - Support partial/full/ full disbursements
  - Support multiple disbursements per contract.
  - Ensure disbursed amount does not exceed the approved amount
- Repayment
  - Must be able to support multiple billing cycle e.g. monthly, quarterly etc
  - Parameterized payment knock-off sequence
  - Must be able to support payment holiday/moratorium
  - Able to calculate rebate amount for early loan payoff by providing a Simulator / Payment schedule
  - Support and able to differentiate multiple payment channels:
    - Repayment by Direct Debit
    - Repayment by Manual (EFT Payments)
  - Accept advance payment from investees
  - Has the flexibility to let the user to choose to close the account earlier when repayment is more or equal to outstanding amount
  - Support backdated payments from Investees

- Support payment adjustment/reversal
  - Supports non-financial code segregation to identify the type of payment such as:
    - Payoff by Asset
    - Restructured Loan
  - Ability to refund customer excess amounts from overpayments.
  - Support uploading of automated bank statement for payment reconciliation/matching
  - Ability to recalculate the instalments when additional payments are made or payments are missed.
  - Ability to manage holding fees
- Loan servicing
    - Able to support loan feature below:
      - Loan Rescheduling
      - Loan Restructuring
      - Loan Refinancing
    - Supports flexible early settlement before maturity date with advanced simulation capability.
    - Supports storing of transaction history information of an account for a user-definable period of time with the ability to capture in any particular point of time the details of the account at that point of time.
    - Support regeneration (Document repository) of documents (e.g. notices, advices, & statements)
    - Disallow overdrawing from a contract
    - Ability to change the instrument type when contract is activated - with approval workflow
    - Transaction and Master data approval workflow
    - Support multiple instrument types per transaction
    - Support remaining contract term calculation when the contract is on moratorium and when it expires.
    - Automatically process disbursements from the bank to the LMS
    - Ability to set alerts / reminders.
    - Ability to allocate an investee / contract to a Post Investment Analyst and a Fund
  - Account Status Maintenance
    - Must be able to indicate the current status of a loan account such as but not limited to:
      - Quote
      - Active
      - Active – Legal
      - Active – TWR
      - Settled

- Written-Off
- Disallow user to perform any monetary transactions once account is closed (Settled), unless the account is Written-Off (Bad Debts recovered, This should require authorization).
- Settle contracts with zero balance.
- Contract should not be in negative.
- Transactions
  - Ability to link different fees with contracts.
  - Ability to link different transactions to different general ledger accounts.
  - Support transaction approval workflow.
  - Ability to capture instrument/ product repayment terms with multiple repayment term frequencies.
  - Support bulk transaction processing and posting (including reversals).
- Support Collaterals
  - Ability to support collaterals
- Collections and Recovery
  - Create Collections Files
  - Bulk Posting of Debit Order Receipts
  - Bulk posting of Debit Order Unpaid / Rejections
  - Ability to make amendments on the collections batch
  - Able to provide aging delinquent history for a specific timeframe for individual account level
  - Able to do automatic calculations for Expected Losses
  - Support the generation of notices/reminders via the following methods:
    - Email
    - SMS
  - Ability to record litigation activities including the following information:
    - Customer information, e.g. name, address
    - Loan account information e.g. months in arrears, outstanding balance
  - Able to extract write-off details for recovery management e.g.
  - Write-off date
  - Write-off amount
  - Ability to collect on multiple days per month e.g. 1st, 7th, 14th
- Settlement
  - Support adjustments to loan account during settlement
  - Support backdated settlements.
  - Support refund function for overpayment during settlement
  - Ability to generate settlement quote (include 3 months quotes)
  - Support additional fees charged during the settlement process

- Statements
  - Support generation and printing of statements
  - Automatically send statements to investees (only for active contracts).
  - Repayment Schedule - Ability to support the generation and printing of repayment schedule
  - Frequency - Able to support printing statements:
    - Monthly
    - Adhoc
  - Ability to support statement template for customization.
  - Ability to send exception reports to indicate:
    - Failed
    - Not setup for email delivery
    - Success
  
- Security
  - Role-based user access
  - Ability to configure Organization Structure to specify permissions
  - Proposed LMS should be cloud hosted with an availability percentage of 99.99%
  - Provide a description of the proposed solution architecture, including network and component diagrams and quantities
  - Provide a disaster recovery plan for your proposed solution.
  - Describe how system and data integrity is maintained in the event of a failure in any of your proposed system components
  - The proposed solution should have robust integration capabilities with multiple systems and applications. The proposal must include recommendations and solutions to handle the communication process required to operate all systems working together with minimum risks
  - Solution should allow only secure protocols for communication like SSH and SFTP instead of telnet and FTP
  - Bidder must provide initial training onsite and online for all the required staff members
  - Training should include training of tools and technology, and specific processes

## Documentation

The Service Provider will also furnish **at least** the following documents:

1. Project Charter – in conjunction with the NEF.
2. Project Plan – in conjunction with the NEF
3. Custom development functional specifications document
4. Custom development technical specification document
5. Data migration strategy document/plan

6. Cutover strategy document
7. Installation procedure document
8. System administrator's routine maintenance procedure document
9. Test plan and User Acceptance Test cases/scripts.
10. Training plan and Training manuals (User guide)
11. Post Go Live report (Lessons Learnt)
12. Any other documentation, as appropriate and identified during the project

### **Project Plan and Rollout**

With the overall guidance from NEF, the selected company shall work closely with the IT and Subject Matter Experts teams at NEF. The vendor shall, in their proposal, describe the project team structure to provide the necessary support and services to the NEF. The Vendor shall provide a project manager who shall be responsible for managing the implementation service planning during the project and warranty period in accordance with the schedule and procedures as stipulated by the NEF. The solution and pricing must be proposed for a five-year duration.

- Reporting to the CIO, Chief Financial Officer, and IST Steering Committee; the service provider shall be expected to work with the committees that shall be set up by the NEF and other staff that shall be identified.
- The service provider in liaison with relevant stakeholders from the NEF shall come up with a step-by-step project implementation plan with specific milestones that shall form a basis for reporting to the NEF. The project plan should identify concerns, expectations, risks, critical success factors and assumptions.
- The service provider shall be expected to provide written reports detailing the achievements of milestones as per the documented project plan.
- The Vendor shall ensure that all requirements are successfully implemented according to agreed schedule.

### **COMPETENCY AND EXPERTISE REQUIREMENTS**

By submitting the bid, the Bidder represents and acknowledges to the NEF that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all services supplied in response to this RFP shall meet the proposed Solution requirements of the NEF.

- It is essential that the Service Provider has knowledge and experience in the Finance/Funding industry
- Developing, customisation, configuration and implementation of IT based LMS.
- Exceptional analytical skills
- Define, design and document business processes and procedures to meet business objectives.
- Analyse and identify opportunities for business process improvements.
- Identify initiatives / key performance indicators for continuous business process improvements.
- Ensure compliance with customer and company proposed standards.
- Work with stakeholders to identify business requirements, processes and risks.
- Evaluate current business processes and recommend solutions for improvements.
- Develop and maintain best practices to meet changing business needs.
- Provide a list of client references with contact details.



## EVALUATION CRITERIA

Tenders shall be evaluated in terms of the following parameters and shall be scored on the weightings stated below. Bidders will need to score a minimum of **49 points** in order to be evaluated further

<b>Technical</b>	<b>70 points</b>
<p>Loans Management automation methodology and approach:</p> <ul style="list-style-type: none"> <li>• Automated month-end processes               <ul style="list-style-type: none"> <li>○ Collections</li> <li>○ Rejections</li> <li>○ Amendments to collections batches</li> </ul> </li> <li>• Workflows and notifications/alerts</li> <li>• Contract Rescheduling with correct calculations.</li> <li>• System Security – including user access.</li> <li>• Account Maintenance and Loan servicing</li> <li>• Repayments and monthly Statements</li> <li>• System audit trails</li> <li>• Collections and Recovery</li> <li>• Transactions and Interest</li> </ul>	<p><b>40</b></p> <p>10</p> <p>3</p> <p>3</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>2</p> <p>2</p>
<p>Implementation Plan</p> <p>Planning: inclusive Project Management and documentation (5)</p> <p>Development / Configuration (5)</p> <p>Testing and documentation (2)</p> <p>Training and documentation (2)</p> <p>Data Migration and Integration (5)</p> <p>Deployment (1)</p>	<p>20</p>
<p>Experience of service provider: Experience in Loans Management for macro loans.</p> <p>Provide at least 3 copies of valid letters from the Institution indicating:</p> <ul style="list-style-type: none"> <li>○ The customer information</li> <li>○ Bidder's scope of work performed for the customer.</li> <li>○ Start and End date for the work done.</li> <li>○ Contact person's details</li> </ul>	<p>5</p>

Project Resources: The service provider should present the project team structure with a summary of the team's qualifications and experience (the information should be provided in a CV format and include years of experience).	5
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**Phase 2: Presentation: Bidders will need to score a minimum of 21 points in order to be evaluated further**

<b>Presentation</b>	<b>30 points</b>
Only shortlisted companies will be invited for presentation and demonstration. Service Provider to present their proposal in 50 minutes:	
o Presentation of a fully functional Loans Management system aligned with the requirements in the scope of work.	10
o Automation of month-end processes	5
o System ease of use	5
o Reporting capabilities	2.5
o Administration and customization functionality	2.5
o Approval workflows and segregation of duties	5

The NEF may conduct site visits with only shortlisted companies.

**Phase 3: 80/20 Preference Point System**

All tenders that will achieve the minimum qualifying score for technical will be evaluated further in terms of the preference point system as follows:

<b>CRITERIA</b>	<b>POINTS</b>
Price	80
B-BBEE	20
<b>TOTAL</b>	<b>100 points</b>

## **SECTION: 3**

### **PRICING**

**Provide a breakdown of the total bid price  
inclusive of VAT**

<b>Project Implementation Costs</b>		
<b>Item (Provide details)</b>	<b>Description</b>	<b>Total (in Rands incl VAT)</b>
Milestone 1		
Milestone 2		
Milestone 3		
<b>Total Project Costs</b>		
<b>Grand Total</b>	<b>R0.00</b>	

**Table 1: Project Implementation Costs**

<b>Support Costs</b>					
<b>Item</b>	<b>Description</b>	<b>Year 1 (in Rands incl VAT)</b>	<b>Year 2 (in Rands incl VAT)</b>	<b>Year 3 (in Rands incl VAT)</b>	<b>Optional Y4 (in Rands incl VAT)</b>
Item 1					
Item 2					
<b>Total Support Costs</b>					
<b>Grand Total</b>	<b>R0.00</b>				

**Table 1: Support Costs**

## **SECTION: 4**

### **BROAD-BASED BLACK ECONOMIC EMPOWERMENT**

### B-BBEE Supplier Assessment Form

Trading name of entity

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Contact person

---

Physical Address

---

---

Contact telephone number

---

Fax number

---

Cell phone

---

---

Email address

Percentage black shareholding

---

Percentage black women shareholding

---

Percentage white women shareholding

---

Do you fall within a gazetted industry  
charter?

---

Are you a Qualifying Small Enterprise?

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(Annual turnover between R10 million  
and R50 million)

Are you an Exempt Micro Enterprise?

---

(Annual turnover less than R10 million)

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**If you are in possession of a B-BBEE rating or scorecard, please attach the certificate.**

I, the undersigned, certify that the information contained in this document is accurate and correct. I am fully responsible for all representations in this document and am aware of the repercussions that may arise as a result of any misrepresentation.

Name: \_\_\_\_\_ ID/Passport Number: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_

### **LIST OF TENDER RETURNABLES**

- Original valid Tax Clearance Certificate
- Declaration of Interest form
- Declaration of tenderer's past supply chain management practices
- BEE credentials / rating certificate
- Completed and signed tender document
- The following information also needs to be provided with the tender document:
  - Names and details of Senior Management.
  - Shareholders Certificate.
  - Details of employees at an Operational Level.
  - Percentage of ownership by:
    - Black Shareholders
    - Black Women
    - Youth

**Failure to submit the required documents will result in the proposal being non-compliant and will be disqualified.**

## Declaration of tenderer's past supply chain management practices

- 1 This tender may be disregarded if the tenderer, or any of its directors have:
  - Abused the institutions supply chain management systems;
  - Committed fraud or any other improper conduct in relation to such a system; or
  - Failed to perform on any previous contract
  
- 2 In order to give effect to the above, the following questionnaire may be completed and submitted with the tender

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).		
4.1.1	If so, furnish particulars		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, <a href="http://www.treasuy.gov.za">www.treasuy.gov.za</a> . click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445		
4.2.1	If so, furnish particulars		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars		
4.4.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.4.1	If so, furnish particulars		



I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
TRUE AND CORRECT.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SBD 4

### DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: ..... 2.5

Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:Name .....  
of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

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

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

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

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

2.9.1 If so, furnish particulars.  
.....

.....  
 .....

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

**2.10.1** If so, furnish particulars.  
 .....  
 .....  
 .....

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

2.11.1 If so, furnish particulars:  
 .....  
 .....  
 .....

**3 Full details of directors / trustees / members / shareholders.**

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

