



# **National Empowerment Fund**

**RFP No: NEF 02/2024/25**

## **REQUEST FOR TENDER: MONITORING AND EVALUATION SPECIALIST**

**CLOSING DATE: 11 October 2024**

**TIME:14:00**

## CONDITIONS AND UNDERTAKINGS BY BIDDERS IN RESPECT OF THIS RFP

### 1. **Proprietary Information:**

The National Empowerment Fund (NEF) considers this **tender** and all related information, either written or verbal, which is provided to the bidders, to be proprietary to the NEF. It shall be kept confidential by the bidders and its officers, employees, agents and representatives. The bidders 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 these bids should be channeled to names provided below:

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

**Enquiries can be directed to:**

**Technical Enquiries can be directed to:**

Name: Xoli Tofile

Name: Palesa Mzolo

Department: Procurement

Department: Strategy and Planning

Telephone Number Office: +27 11 305 8000

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

Telephone Number Office: +27 11 305 8000

E-mail address: [mzolop@nefcorp.co.za](mailto:mzolop@nefcorp.co.za)

### 3. **Medium of Communication**

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

### 4. **Verification of Documents**

Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. The NEF will not be liable for any loss which may occur as a result of any pages or information missing or duplicated from or within the submission.

## CONDITIONS AND UNDERTAKINGS BY BIDDERS IN RESPECT OF THIS RFP

### 5. Validity Period

Responses to this Request for Quote received from Bidders will be valid for a period of **150 days**, calculated from the closing date.

### 6. Briefing session

7. A non-compulsory briefing session will be held electronically on MS Teams. Please submit your name and email address to [tenders@nefcorp.co.za](mailto:tenders@nefcorp.co.za) before **17:00 on 23 September 2024** to join the meeting. The briefing will be on the **25 September 2024** at **11:00am**.

### 8. Submission of Response

- 8.1 Only properly filled and fully signed documents in line with the RFP requirements must be submitted on PDF format via email to [tenders@nefcorp.co.za](mailto:tenders@nefcorp.co.za) by **no** later than 14h00 on **11 October 2024**. No proposals will be accepted after cut-off date and time. No
- 8.2 bids received by telegram, telex, facsimile, hand-delivery, post or any medium other than the above prescribed method will be considered.
- 8.3 Where RFP document is not received at the time of closing, the RFP document will be regarded as a late bid. Late bids will not be considered.
- 8.4 The Bidder is responsible for all the costs that shall be incurred in relation to the preparation and submission of the bid document.
- 8.5 A list of all references (minimum 2) with contact details must be included in the RFP document.
- 8.6 Copies of qualifications, identity documents (IDs) and the curricula vitae (CVs) of persons who will be involved in the execution of this bid should the bidder be successful must be attached to the proposal.
- 8.7 The following information also needs to be provided with the bid 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

- 8.8 A valid Tax Status Pin document must be included in the bid document. Failure to submit would render your bid invalid.
- 8.9 Bidders are advised to submit / send its bid responses at least 15 minutes before the deadline to avoid any Information Technology (IT) network congestions or technical challenges in this regard which may result in bid responses being received late. NEF's e-mail servers are configured to receive e-mails with sizes up to **18MB**.
- 8.10 The NEF will not be held responsible for any of the following:
- bid responses sent to the incorrect email address;
  - bid responses being inaccessible due to non-standard electronic file formats being utilised to submit responses by bidders;
  - any security breaches and unlawful interception of tender / bid responses by third parties outside the NEF's IT network domain;
  - bid responses received late due to any IT network related congestions and/or technical challenges; and bid responses with file size limits greater than NEF's e-mail receipt capacity of **18MB**.

## **CONDITIONS AND UNDERTAKINGS BY BIDDERS IN RESPECT OF THIS RFP**

- 8.11 Copies of any affiliations that you may have must be attached to the response to this bid.
- 8.12 Kindly note that the NEF is entitled to amend any RFP conditions, validity period, specifications, or extend the closing date of bids before the closing date. All Bidders to whom the RFP documents have been issued, will be advised in writing of such amendments within reasonable time after they are made.
- 8.13 The NEF reserves the right not to accept the lowest bid or any bid in part or in whole.
- 8.14 The NEF also reserves the right to award this bid to any party whom it decides as a whole or in part without furnishing reasons. The NEF reserves the right to withdraw this RFP at any stage with or without giving reasons.
- 8.15 The Bidders hereby offers to render all or any of the services described in this RFP document to the NEF on the terms and conditions and in accordance with the specifications stipulated in this RFP document. This RFP document and the bidder's response thereto shall form part of any service level agreement that may be concluded between the NEF and the bidder. In the event of conflict between such documents, the service level agreement shall take precedence over all other documents.
- 8.16 Bids 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 bid.
- 8.17 The Bidders shall prepare for a possible presentation should NEF require such and the Bidders shall be notified thereof no later than 4 (four) days before the actual presentation date.

## **CONDITIONS AND UNDERTAKINGS BY BIDDERS IN RESPECT OF THIS RFP**

- 8.18 The Bidders 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.
- 8.19 The Bidders furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her RFP response, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the RFP 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.
- 8.20 The Bidders hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this bid as the principal(s) liable for the due fulfillment of this bid and any contract that might be concluded pursuant hereto.
- 8.21 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.
- 8.22 By signing this RFP document, the bidder hereby consents to the use of their personal information which forms part of the bid process and as may be discovered by the NEF and confirm that the information is supplied voluntarily without undue influence from any party. Bidders 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.
- 8.23 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 RFP**

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

## SECTION 2

### TERMS OF REFERENCE / SCOPE OF SERVICE

#### 2.1 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 dtic**) and is committed to the implementation of the Broad Based Black Economic Empowerment Act, Act 53 of 2003, and the Codes of Good Practice.

#### 2.2 Background

The existence of the NEF as a creature of statute is validated and certified by section 9 of the Constitution of the Republic of South Africa, 1996, which asserts that "equality includes the full and equal enjoyment of all rights and freedoms. To promote the achievement of equality, legislative and other measures designed to protect or advance persons, or categories of persons, disadvantaged by unfair discrimination may be taken".

Deriving from this constitutional injunction, the NEF Act of 1998 empowers the development financier "to establish structures and mechanisms to redress the inequalities brought about by apartheid by facilitating the broader economic ownership by historically disadvantaged persons". The NEF does this by promoting and facilitating black economic participation through the provision of financial and non-financial support to black-owned businesses as well as promoting a culture of savings and investment amongst black people. In addition, the South African government also established the Broad-Based Black Economic Empowerment Act of 2003 to support the implementation of section 9 of the Constitution.

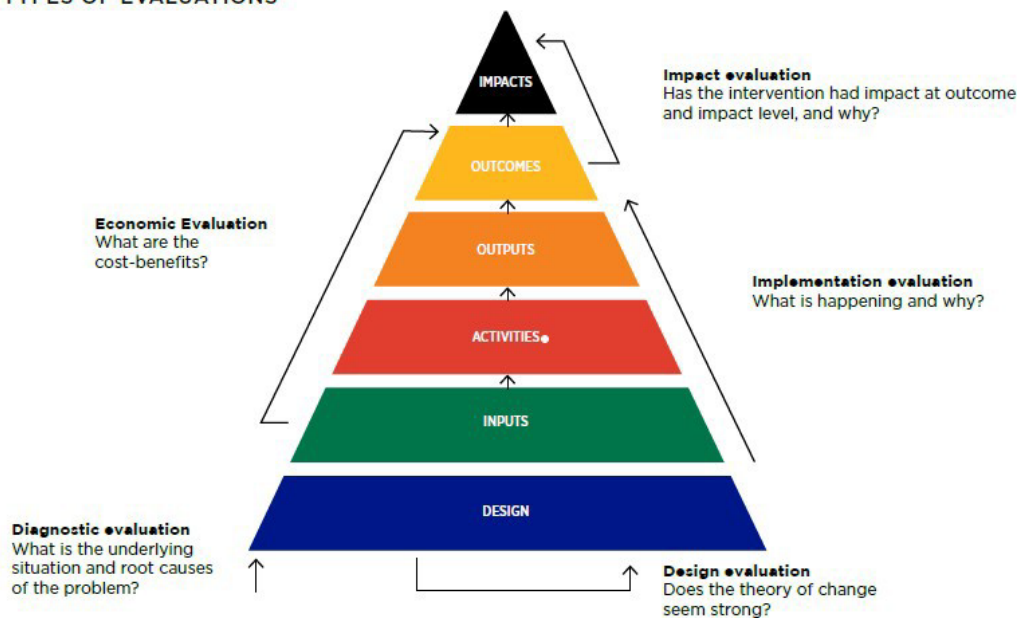
The NEF is a schedule 3A Public Entity under the Executive Authority of the Minister of Trade, Industry and Competition. Since its establishment, the NEF has been implementing its mandate through the five-year Strategic Plans (SP) and Annual Performance Plans (APP) approved by the Minister and tabled in Parliament. The NEF reports performance quarterly and annually to the Department of Trade, Industry and Competition (**the dtic**).



The South African Constitution requires government to demonstrate transparency, be accountable, and promote good governance and intergovernmental efficiency. Monitoring and Evaluation (M&E) becomes a critical management tool to make this possible.

The policy documents that underpin the development of the Impact Evaluation Study include the Policy Framework for the Government-wide Monitoring and Evaluation System (The Presidency, 2007) and the National Evaluation Framework (2019). Evaluation is important as it generates evidence that can shape policy and practice which is critical to support institutions in their quest to achieve the desired impact in accordance with their mandate and development priorities of government as set out in the National Development Plan (NDP). Accordingly, there are four primary purposes of evaluation in government which includes improving performance, improving accountability, generating knowledge and decision making.

FIGURE 1: TYPES OF EVALUATIONS



The above chart shows various the types of evaluation. The NEF intends to conduct impact evaluation at the organisational and programme level using an external evaluator to determine the outcomes and impacts of the NEF’s interventions. In addition, the impact evaluation study will also provide reasons and recommendations.

### **2.3 Purpose**

To invite prospective service providers to submit proposals for the undertaking of the Impact Evaluation Study of the NEF's Interventions.

The Impact Evaluation Study of the NEF Intervention is intended to assess policies, programmes and/or systems; to make judgements systematically and objectively about the achievement of intended results (impacts and outcomes); and to assess the causal links between implementation and observed results.

### **2.4 Scope of the project**

The impact assessment study involves the assessment of long-term and/or significant changes brought about through a development intervention or series of interventions by NEF in providing financial and non-financial support to Black SMMEs in South Africa.

### **2.5 Key activities**

- Measuring the impact of the NEF and its programmes in supporting the establishment, growth and sustainability of Black SMMEs for the period 2014/15 to 2023/24 (10 years), by identifying programme successes, failures and recommendations for improvement.
- Determine the number of Black SMMEs that have actively participated in sustainable economic activities following the provision of non-financial and financial support by the NEF over the period 2014/15 to 2023/24.
- The number of jobs supported (sustained and new jobs created) through the NEF's non-financial and financial support to Black SMMEs.
- Determine the direct and indirect benefits emanating from the NEF support.
- Determine the contribution and extent of NEF support to poverty reduction in the South Africa.
- Determine whether the assistance provided to Black SMMEs created access to markets.
- Determine whether the turnover of the SMMEs supported by the NEF increased during the period under review.
- Determine the level of Black SMMEs development since the NEF support was provided.
- Determine if there's value for money from NEF's intervention.
- Determine what has changed in the supported SMMEs pre and post NEF intervention.

## **2.6 Approach and methodology**

In conducting the research and impact evaluation/assessment, the study should include both qualitative and quantitative research methods. Qualitative method maybe be in a form of person-to-person interviews, telephonic interviews, observation, descriptive analysis, field visits, literature review etc. On the other hand, quantitative research will assist in measuring the extent of NEF interventions in supporting Black SMMEs and the impact to the society (social impact audit). This will be done to determine the impact of services rendered, customer satisfaction levels as well as the support programmes and effectiveness levels by establishing the growth and sustainability of Black SMMEs that received assistance from NEF over the ten-year period 2014/15 – 2023/24. This approach will provide NEF with valuable insights into the perceived impact made by the Agency, assist to identify challenges and develop recommendations for an enhanced organisational strategy.

## **2.7 Project deliverables**

- Comprehensive report
- Summary report
- Best practice guide
- Specific action plan

## **2.8 Skills Transfer**

The service provider should in their proposal indicate how they will impart relevant knowledge and skills to officials identified by the NEF. These officials may also include those from **the dtic** and any other entity within **the dtic** group, like the IDC. The Skills Transfer Plan will be closely monitored in respect to the implementation and progress of skills transferred to nominated officials.

## **2.9 Time frame**

The project is expected to take place in the 2024/25 financial year over a period of three to six months.

## **2.10 Payment schedule**

The payments shall be processed as per the below milestones:

- 25% upon completion of activity 1 (Project relevance and strategic fit).
- 25% upon completion of activity 2 (Project methodology).
- 25% upon completion of activity 3 (Implementation capacity).
- 25 % upon completion of project

## 2.11 Project management

- Steering committee

A Steering Committee has been established comprising the NEF, **the dtic** and other key stakeholders. They are responsible for overseeing the project including approving the inception report and other main deliverables.

- Contracting and Reporting Arrangements

The development of the Impact Evaluation Study will be funded by the NEF and the selected Service Provider will sign a Memorandum of Agreement (MOA) with the NEF. The Service Provider will report to the NEF through the Project Lead, Mr. Naledzani Mulaudzi who will sign off milestones and recommend payments to the NEF Project Manager, Ms. Palesa Mzolo. The NEF will provide reporting templates to the contracted service provider(s). The Project Lead and Project Manager shall be responsible for:

- The provision of all documents required for the project.
- Tracking the progress of tasks against planned timeframes.
- Facilitating engagement between the NEF and the Service Provider.
- Facilitating the organisation of the Theory of Change workshop (if necessary).
- Provision of approval list and all necessary data required from the NEF.
- The assessment of the quality of the deliverables.

## 2.12 Requirements of the service provider

The Service Provider should specify the number of researchers and evaluators expected to be part of the team, their areas of expertise and their respective responsibilities. Inclusion of experts with proven experience in the area of study is a requirement. The team must possess relevant qualification(s), including at least one Postgraduate Degree.

The team leader must have at least 10 years of experience including working with senior officials of national entities and government in the area of M&E. The team leader should be able to demonstrate knowledge of the NEF and should have undertaken at least three research project involving economic empowerment and development. The team leader should be able to demonstrate knowledge of the broader socio-economic dynamics of South Africa. The required expertise and experience of the Service Provider are detailed below:

- a) **Monitoring and Evaluation:** In-depth knowledge of monitoring and evaluation techniques and methodologies, including experience in developing, delivering and managing M&E Frameworks.
- b) **Research and/or evaluation practice:** Design specific research methods and tools. This may include qualitative, quantitative, or mixed methods. Exposure in systematically gathering, analysing, and synthesising relevant evidence, data and information from a range of sources. Ability to identify relevant material, assessing its quality, shortcomings, and drawing appropriate findings and recommendations.
- c) **Project Management:** Manage project team effectively and efficiently to ensure delivery of high-quality outputs timeously.
- d) **Capacity Development:** Meaningful capacity development on M&E for the NEF staff.
- e) **Report writing and communication:** Write clear, concise, and focused reports that are credible, actionable, and address the key questions. The report must show evidence, analysis, synthesis, and recommendations.

### **2.13 Documents to be provided to service provider.**

The following documents will be provided to the Service Provider:

- The NEF Act
- Strategic Plan.
- Joint KPIs and defined by **the dtic** and relevant KPIs
- Annual Performance Plan
- Contact List of NEF Investees
- Contact List of NEF Employees
- Standard Operation Procedure of the Strategy and Planning department
- Any other relevant documentation

### **3 Project adjudication and evaluation processes**

The NEF project adjudications and evaluation process involves administrative compliance, technical evaluation, due diligence, funding recommendation and adjudication Committees.

All applicants who submitted by the deadline and time will receive acknowledgement letters at the end of the administrative compliance stage. The outcome of all applications will only be communicated at the end of the adjudication and/or evaluation process.

The completed application together with relevant annexures will all be evaluated using the following stages and scoring guidelines:

### 3.1 Administrative Compliance

This stage of evaluation assesses the completeness and adherence to all administrative requirements. Applications must comply with all administrative compliance (score 'Yes' to all) requirements to proceed to the next stages.

*Table 1: Administrative Compliance Criteria*

<b>Criterion</b>	<b>Notes</b>	<b>Submitted (Yes/No)</b>	<b>If "No". Why?</b>
Completion of Checklist, declaration, and Signature.	Applicants must fully complete the application checklist, applicant details and sign the declaration.		
Tax Compliance	Applicants must submit either a valid tax clearance certificate, tax exemption letter or letter of good standing.		
Company Registration	Company registration documents of the applicant have been submitted with the application		

Budget Format	Complete below pricing schedule and submit quote as well.		
Budget cap/limit	The actual and final cost of the project would be determined through a tender system.		
Application submission	One electronic application should be submitted in searchable PDF format, inclusive of all annexures.  NB: NEF will not take responsibility of documents that cannot be opened due to incompatible formatting and will automatically be disqualified.		

#### 4. LIST OF RETURNABLES

- Cover Page: (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)
- A valid Tax Status Pin document
- BEE credentials / rating certificate
  - The following information also needs to be provided with the RFP document:
    - Names and details of Senior Management.
    - Shareholders Certificate.
    - Details of employees at an Operational Level.
  - Completed and signed bid document including annexures:
    - Page 6 and 14 and 15 – Company Details
    - Pages 20 to 50 – Declarations and Annexures
  - Bidders are advised to submit / send its bid responses at least 15 minutes before the deadline to avoid any Information Technology (IT) network congestions or technical challenges in this regard which may result in bid responses being received late. NEF's e- mail servers are configured to receive e-mails with sizes up to **18MB**.
  - The NEF will not be held responsible for any of the following:
    - bid responses sent to the incorrect email address;
    - bid responses being inaccessible due to non-standard electronic file formats being utilised to submit responses by bidders;
    - any security breaches and unlawful interception of tender / bid responses by third parties outside the NEF's IT network domain;
    - bid responses received late due to any IT network related congestions and/or technical challenges; and bid responses with file size limits greater than NEF's e-mail receipt capacity of **18MB**.



## EVALUTION CRITERIA: MANDATORY TECHNICAL REQUIREMENTS

Responses will be evaluated in terms of the following parameters and scored on the weightings stated below. **Phase 1: Technical:** Bidders are required to score a minimum of **60 points in technical scoring** to be able to qualify for further consideration and evaluation.

Points Allocated: 0=Poor 1=Below average, 2=Average, 3=Good, 4=Very Good, 5=Excellent

Criterion	Points Allocation	Score
<p><b>1. Research Design</b></p> <p>Demonstrate understanding of Terms of Reference, approach and methodology in undertaking this project.</p> <p>Details of what activities each member of the research team will conduct alongside their relevant experience.</p> <p>Proposal to contain Design, Approach and Methodology to be attached as follow:</p> <ul style="list-style-type: none"> <li>• Evidence of a clear understanding of the research questions, and the purpose, objectives and need for the proposed research project.</li> <li>• Full details of approach to conducting each stage of the project.</li> <li>• Full details on the rationale for the suggested approach.</li> <li>• Details on how the different forms of data (qualitative and quantitative) will be collected, analysed, reviewed and assessed.</li> <li>• Details of approach to data protection and information security.</li> <li>• Details of ethical approach and considerations.</li> </ul>	<p>5 = Excellent (demonstrated at least five components and more)</p> <p>4 = Very good (demonstrated at least four)</p> <p>3 = Good (demonstrated at least three)</p> <p>2 = Average (demonstrated at least two)</p> <p>1 = Below average (demonstrated at least one)</p> <p>0 = Poor (no experience and knowledge demonstrated)</p>	<p><b>32</b></p>

<p><b>2. Required Experience</b></p> <p>Track record of conducting qualitative and quantitative research using telephonic interviews, focus groups and interviews of other relevant stakeholders. Experience in data analysis. Details on how this study will benefit from your industry knowledge. Understanding of the Black SMMEs and empowerment fraternity.</p>	<p>Curriculum Vitae of Human Resources to be deployed in the project to be attached with Academic Credentials and Contactable References as follow:</p> <ul style="list-style-type: none"> <li>• 10 or more years' experience (24)</li> <li>• 8 - 9 years' experience (20)</li> <li>• 6 - 7 years' experience (16)</li> <li>• 4 – 5 years' experience (12)</li> <li>• 2 -3 years' experience (6)</li> <li>• 0 -1 years' experience (0)</li> </ul>	<p><b>24</b></p>
<p><b>2. Project Management</b></p> <p>Indicate the proposed project management approach; how the project will be monitored; what are the key risks to delivery and how will they be managed effectively; (what is the proposed quality assurance)</p> <p>Project Plan with proposed Methodology should at least have the following components</p> <ul style="list-style-type: none"> <li>• Project Plan with Gant Chart</li> <li>• Project Methodology</li> <li>• Quality Assurance Plan</li> <li>• Project Risk Plan</li> <li>• Project Time Management Plan</li> <li>• Project Monitoring and Control Plan</li> </ul>	<p>5 = Excellent (demonstrated at least five components and more)</p> <p>4 = Very good (demonstrated at least four)</p> <p>3 = Good (demonstrated at least three)</p> <p>2 = Average (demonstrated at least two)</p> <p>1 = Below average (demonstrated at least one)</p> <p>0 = Poor (no experience and knowledge demonstrated)</p>	<p><b>16</b></p>
<p><b>4. References</b></p> <p>Provide references for <i>impact evaluation/ customer satisfaction surveys</i> completed – with contactable referees i.e. Company Name, Referee Letter Head, Name of Contact Person, Email Address and Contact Numbers)</p>	<p>References to be attached with contactable referees as follows:</p> <ul style="list-style-type: none"> <li>• 5 or more References (8)</li> <li>• 4 Reference (6)</li> <li>• 3 References (4)</li> <li>• 2 References (2)</li> <li>• 1 Reference (1)</li> <li>• 0 Reference (0)</li> </ul>	<p><b>8</b></p>
<p>Total score</p>		<p><b>80</b></p>

**Only Shortlisted companies from Phase 1 will be invited to Phase 2 of the evaluations.**

**Phase 2: Presentation:** Bidders are required to score a minimum of **15 points in technical scoring** to be able to qualify for further consideration and evaluation.

Points Allocated: 0=Poor 1=Below average, 2=Average, 3=Good, 4=Very Good, 5=Excellent

<b>PHASE 2 EVALUATION: PRESENTATION</b>		<b>Points 20</b>
1. Demonstrate understanding of the purpose of the project		4
2. Demonstrate understanding of evaluation design and implementation		4
3. Demonstrate understanding of the suitable methodology		4
4. Demonstrate understanding of data interpretation and analysis		4
5. Demonstrate understanding of project management		4

### **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
Specific Goals	20
<b>TOTAL</b>	<b>100 points</b>

<b>NATIONAL EMPOWERMENT FUND – SPECIFIC GOALS</b>	<b>NUMBER OF POINTS FOR (80/20 PREFERENCE SYSTEM)</b>
• 51% and above Black ownership	10
• 30% and above Black Women’s Ownership	5
• Any % of ownership by Black Designated Groups > 0	1
• Reconstruction Development Programme Objective: Promotion of SMMEs (Entities that are EME or QSE)	2
• Youth ownership	2
<b>TOTAL POINTS</b>	<b>20</b>

## Administrative checklist

Hereunder is a checklist to ensure that the bid document is complete in terms of administrative compliance. Please ensure that the following forms have been completed and signed and that all documents, as requested, are attached to the tender document.

ITEM	DOCUMENT REFERENCE		ACTION TO BE TAKEN	YES/ NO
1.	SBD 1	Invitation to bid	Is the form duly completed and signed?	
2.	POPIA consent form		Is the form duly completed and signed?	
3.	SBD 3.3	Pricing Schedule	Is the form duly completed and signed?	
4.	SBD 4	Bidders Interest	Is the form duly completed and signed?	
5.	SBD 6.1	Preference Points Claim Form for Preferential Procurement Regulations 2022	Is the form duly completed, Specific Goals points claimed and form signed?	
6.	B-BBEE status level verification certificate or Sworn Affidavit		Is proof of B-BBEE Status level of contributor attached? Bidder must attach copy of BEE Certificate or copy of Sworn Affidavit, whichever is applicable.	
7.	SBD 7.2	Contract Form-Rendering of Contract Services	Is the form duly completed and signed?	
8.	Tender submission		One (1) electronic copy submitted?	

I, the undersigned (name) ..... certify that the information furnished on this checklist is true and correct.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

# POPIA Consent Form

## Privacy & Protection of Personal Information Act 4 of 2013 Requirements

<b>Request for Proposal No:</b>	
<b>Name of Bidder:</b>	

Protecting personal information is important to the National Empowerment Fund (NEF). To do so, NEF follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).

NEF's role as a responsible party is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective clients, third parties, suppliers, and operators.

Who is an Operator? A person or body/ entity which processes personal information for the NEF in terms of a contract or mandate.

Who is a Supplier? A natural or juristic person that provides a product or renders a service to the NEF. A supplier could also be considered as an operator, an independent responsible party or (together with NEF) a joint responsible party.

If the supplier or business partner provides NEF with its related persons' personal information, the supplier or business partner warrants that the related persons are aware of and have consented to the sharing and processing of their personal information with/by NEF. NEF will process the personal information of related persons as stated under a contractual agreement or as required by any related legislation.

Examples of the personal information of the supplier or business partner where relevant may include (but are not limited to):

Financial information, including bank statements provided to the NEF;

Invoices issued by the supplier or business partner;

The contract/ legal agreement between the NEF and the supplier or business partner;

Other identifying information, which includes company registration numbers, VAT numbers, tax numbers and contact details; marital status and matrimonial property regime (e.g. married in community of property); nationality; age; language; date of birth; education; financial history; academic background and qualifications.

Identifying numbers (e.g. an account number, identity numbers or passport numbers); email address; physical address (e.g. residential address, work address or physical location);

Information about the location (e.g. geolocation or GPS location); telephone numbers; online and other unique identifiers; social media profile/s; biometric information (like fingerprints, facial recognition signature; race; gender; sex; criminal and credit history).

Example of Special personal information is personal information about the following: · criminal behaviour, or any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings; religious and philosophical beliefs; trade union membership; political beliefs; health, including physical or mental health, disability, and medical history; or biometric information (e.g., to verify identity).

## **RESPONSIBILITIES OF SUPPLIERS AND BUSINESS PARTNERS WHO ARE OPERATORS UNDER POPIA**

Where a supplier or business partner, in terms of a contract or mandate, processes personal information for the NEF and is considered an operator of the NEF, the supplier or the business partner will be required to adhere to the obligations set out in the NEF data privacy or POPIA policy. This policy sets out the rules of engagement in relation to how personal information is processed by suppliers and business partners on behalf of the NEF as well as the minimum legal requirements that NEF requires the suppliers and business partners to adhere to, including compliance with POPIA as summarised in the below table.

Item	GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION	Yes	No
	<p><b>Accountability</b> The respective clients, third parties, suppliers and operators and its members will ensure that the provisions of POPIA, the guiding principles outlined in the policy and all the measures that give effect to such provisions are complied with at the time of the determination of the purpose and means of the processing and during the processing itself. In the event that an employee of the NEF or any person acting on behalf of the corporation who through their intentional or negligent actions and/or omissions fail to comply with the principles and responsibilities outlined; proper corrective measures will be applied.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<p><b>Processing Limitation</b> The respective clients, third parties, suppliers and operators and its members will ensure that information is only processed for the justifiable reason and processing is compatible with the purpose of the collection.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<p><b>Purpose Specification</b> All respective clients, third parties, suppliers and operators and its members will process personal information only for specific, explicitly defined, and legitimate reasons. The respective clients, third parties, suppliers and operators will inform NEF of reasons prior to collecting or recording their PI.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<p><b>Further Processing Limitation</b> Personal information will not be processed for a secondary purpose unless that processing is compatible with the original purpose. Thus, where the respective clients, third parties, suppliers and operators seek to process personal information it holds for a purpose for which it was originally collected, and where this secondary purpose is not compatible with the original purpose, respective clients, third parties, suppliers and operators will first obtain additional consent from the NEF.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<p><b>Information Quality</b> The respective clients, third parties, suppliers and operators will take reasonable steps to ensure that all personal information collected is complete, accurate and not misleading. Where PI is collected or received from third parties, the respective clients, third parties, suppliers and operators will take reasonable steps to confirm that the information is correct by verifying the accuracy of the information directly with the data subject or by way of independent sources.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<p><b>Open Communication</b> Reasonable steps will be taken by the respective clients, third parties, suppliers and operators to ensure that the NEF is notified of the purpose for which the information is being collected, used, and processed.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item	GUIDING CONDITIONS FOR PROCESSING PERSONAL INFORMATION	Yes	No
	<b>Security Safeguards</b> It is a requirement of POPIA for responsible parties, business partners and operators to adequately protect personal information. NEF will need to review suppliers or business partner security controls and processes to ensure that personal Information is compliant with the conditions of the lawful processing of personal information as set out in the POPIA. This would be a continuous monitoring and review that will be conducted by the NEF at its discretion.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<b>Data Subject Participation</b> A data subject whose PI has been collected, stored, and processed by the respective clients, third parties, suppliers and operators must have communication channels to attend to may request for the correction or deletion of such information.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

I, \_\_\_\_\_ (print name) hereby certify that the information, facts and representations are correct and that I am duly authorized to sign on behalf of the company.

Name of Company/ Entity: \_\_\_\_\_

Company/ Entity Registration Number: \_\_\_\_\_

Company/ Entity VAT Registration Number: \_\_\_\_\_

\_\_\_\_\_  
Signature (Company/ Entity Representative)

\_\_\_\_\_  
Date

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL EMPOWERMENT FUND</b>					
BID NUMBER:	RFP 02 2024/2025	CLOSING DATE:	11 October 2024	CLOSING TIME:	14H00
DESCRIPTION	PROVISION OF MONITORING AND EVALUATION SPECIALIST				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE EMAILED TO: <a href="mailto:TENDERS@NEFCORP.CO.ZA">TENDERS@NEFCORP.CO.ZA</a>
--

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE	NUMBER			
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE	NUMBER			
E-MAIL ADDRESS					
CONTACT PERSON NAME					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW ]		
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>					
CONTACT PERSON	Supply Chain Management (Kedibone Mboweni/Xolile Tofile/Tebogo Seima)				
TELEPHONE NUMBER	011 305 8000				
FACSIMILE NUMBER	N/A				
E-MAIL ADDRESS	<a href="mailto:Tenders@nefcorp.co.za">Tenders@nefcorp.co.za</a>				



## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
<b>2. TAX COMPLIANCE REQUIREMENTS</b>								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS OR CSD NUMBER TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.:RFP 02 2024/2025
CLOSING TIME 14:00	CLOSING DATE: 11 October 2024

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY      AMOUNT
	-----	.....	.....      R.....
	-----	.....	.....      R.....
	-----	.....	.....      R.....
	-----	.....	.....      R.....
		TOTAL: R.....	

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

Name of Bidder: .....

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid .....  
.....
- 7. Estimated man-days for completion of project .....  
.....
- 8. Are the rates quoted firm for the full period of contract? \*YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
.....  
.....  
.....

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

Name: Ms Kedibone Mboweni  
 Head: Supply Chain Management  
 Telephone Number Office: +27 11 305 8000  
 Email address: [mbowenik@nefcorp.co.za](mailto:mbowenik@nefcorp.co.za)

Or for technical information –

Name: Ms Palesa Mzolo  
 Manager: Strategy and Planning Division  
 Telephone Number Office: +27 11 305 8000  
 E-mail address: [mzolop@nefcorp.co.za](mailto:mzolop@nefcorp.co.za)

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
 .....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related

---

<sup>1</sup> 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.

enterprise whether or not they are bidding for this contract?  
**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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<sup>2</sup> 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.

DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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



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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

*(Note to organs of state: Where either the 90/10 or 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 allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
> 51% Black ownership	7	N/A		N/A
> 30% Black Women's Ownership	5	N/A		N/A
Any % of ownership by Black Designated Groups > 0	1	N/A		N/A
Reconstruction Development Programme Objective: Promotion of SMMEs (Entities that are EME or QSE)	2	N/A		N/A
Any % of Youth ownership	5	N/A		N/A
<b>Total Points</b>	<b>20</b>	<b>10</b>		<b>10</b>

**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.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>
<p><b>SURNAME AND NAME:</b> .....</p>
<p><b>DATE:</b> .....</p>
<p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p>

**CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder’s Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT**

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,



damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.