

**National Empowerment Fund**

**REQUEST FOR PROPOSAL**

Tender No: RFP 01/2007.....

NEF RFP Document



**TENDER NUMBER:** RFP 01/2007.....

**CLOSE Date:** 02 FEBRUARY 2007.....

**Time:** 14H00.....

**DESCRIPTION:** THE PROVISION OF FOOD AND CATERING  
SERVICES.....

**COMPULSORY BRIEFING:** Yes  No

**See Special Conditions of Tender and Contract**

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## Documents in tender document pack

**Tenderers are to ensure that they have received all pages of this document, which consist of the following sub-documents:**

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Tenderer Name: .....  
Tender No: .....

# 1 Invitation to Tender

**YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENT OF THE NEF**

TENDER NUMBER	RFP 01/2007	CLOSING DATE	2 FEBRUARY 07	CLOSING TIME	14:00
DESCRIPTION	PROVISION OF FOOD AND CATERING SERVICES				
VALIDITY	Offer to be valid for 60 days from the closing date of the tender.				

**The successful tenderer will be required to fill in and sign a written Contract Form**

TENDER DOCUMENTS MUST BE:

DEPOSITED IN THE TENDER BOX SITUATED AT National Empowerment Fund, 187 Rivonia Road, Morningside,  
(Street address) Sandton, 2146

*No faxed or e-mailed tenders will be accepted*

**Tenderers should ensure that tenders are delivered before the closing date and time to the correct address.  
If the tender is late, it will not be accepted for consideration.**

- Tenders can be delivered between 08:00 and 16:30, Mondays to Fridays, prior to the closing date, and between 08:00 and 14:00 on the closing date.
- All tenders must be submitted on the official forms (not to be re-typed).
- This tender is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- Tenders submitted that do not comply with the following may not be considered for evaluation:
  - A tender that is not in the format prescribed.
  - A tender without some or all of the required documents.
  - Pricing schedules not in the required format.
  - Tenders without the required number of copies.
- Any queries regarding tendering procedures and technical information may be directed to:

Name: Rolland Rakhuduwe  
Tel.: (011) 305-8000  
Fax: (01)305-8014  
e-Mail: rakhuduwen@nefcorp.co.za

**All tenderers must furnish the following particulars and include it in their submission  
(Failure to do so may result in your tender being disqualified)**

Tenderer Name: .....  
Tender No: .....

Name of tenderer: .....

Entity name .....

VAT registration number .....

Tax Clearance Certificate submitted YES / NO .....

Postal address: .....

Street address: .....

Telephone number: Code ..... Number .....

Cellular number: .....

Facsimile number: Code ..... Number .....

e-Mail address: .....

**In case of a consortium/joint venture, full details on consortium/joint venture members:**

Entity name	.....	VAT registration number	.....	Tax Clearance Certificate submitted	<u>YES / NO</u> .....
Entity name	.....	VAT registration number	.....	Tax Clearance Certificate submitted	<u>YES / NO</u> .....
Entity name	.....	VAT registration number	.....	Tax Clearance Certificate submitted	<u>YES / NO</u> .....

**Name of contracting entity in case of a consortium/joint venture**

Entity name: .....

Postal address: .....

Street address: .....

**Contact details of responsible person who will act on behalf of the entity/consortium/joint venture for this tender**

Name and Surname .....

Telephone number: Code ..... Number .....

Cellular number: .....

Facsimile number: Code ..... Number .....

e-Mail address: .....

**Contact details of alternative responsible person who will act on behalf of the person above should he/she not be available**

Name and Surname .....

Telephone number: Code ..... Number .....

Cellular number: .....

Tenderer Name: .....  
Tender No: .....

Facsimile number: Code ..... Number .....

e-Mail address: .....

**Confirmation**

Are you the accredited representative in South Africa for the services offered by you: YES / NO

**Declaration**

I/We have examined the information provided in your tender documents and offer to undertake the work prescribed in accordance with the requirements as set out in the tender document. The prices quoted in this tender are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this tender will remain binding upon us and may be accepted by you at any time before the expiry date

Signature of tenderer: .....

Date: .....

Are you duly authorised to commit the tenderer: YES / NO

Capacity under which this tender is signed .....

TOTAL TENDER PRICE ..... TOTAL NUMBER OF ITEMS OFFERED .....

Tenderer Name: .....  
Tender No: .....

## 2 Special conditions of tender and contract

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
<b>1. GUIDELINE ON COMPLETION</b>					
1.1	Tenderers must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant tender requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The tenderer must clearly state if a deviation from these requirements are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the tender submission. Tenders not completed in the manner may be considered incomplete and rejected. Should tenderers fail to indicate agreement/compliance or otherwise, the NEF will assume that the tenderer is <b>not</b> in compliance or agreement with the statement(s) as specified in this tender.				
1.2	Proper tenders for the services specified must be submitted.				
<b>2. GENERAL CONDITIONS OF CONTRACT</b>					
2.1	<i>The General Conditions of Contract must be accepted (SBD 09).</i>				
<b>3. ADDITIONAL INFORMATION REQUIREMENTS</b>					
3.1	During evaluation of the tenders, additional information may be requested in writing from tenderers. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your tender being disregarded.				
<b>4. VENDOR INFORMATION</b>					
4.1	All tenderers will be required to complete a vendor information form detailing the organisation's complete profile.				
<b>5. QUESTIONNAIRE : BROAD BASED BLACK ECONOMIC EMPOWERMENT</b>					
5.1	All tenderers will be required to complete a Broad Based Black Economic Empowerment form detailing the organisation's complete profile.				
<b>6. CONFIDENTIALITY</b>					

Tenderer Name: .....

Tender No: .....

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
6.1	The tender and all information in connection therewith shall be held in strict confidence by tenderers and usage of such information shall be limited to the preparation of the tender.				
6.2	All tenderers are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding NEF or of its activities to any other organisation or individual. The tenderers may not disclose any information, documentation or products to other clients without written approval of the accounting authority or the delegate.				
<b>7. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>					
7.1	Copyright of all documentation relating to this assignment belongs to NEF. The successful tenderers may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.				
7.2	All the intellectual property rights arising from the execution of this Agreement shall vest in NEF who shall be entitled to cede and assign such to the Department of Trade and Industry (DTI) and the Company undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
7.3	In the event that the Company would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from NEF.				
7.4	NEF shall own all materials produced by the Company during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not ("IP") which IP NEF shall be entitled to freely cede and assign to the DTI.				
7.5	This clause 6 shall survive termination of this Agreement.				
<b>8 PAYMENTS</b>					
8.1	NEF will pay the Company the Fee as set out in the final contract. No additional amounts will be payable by NEF to the contractor				
8.2	The contractor shall from time to time during the duration of the contract, invoice NEF for the services rendered. No payment will				

Tenderer Name: .....

Tender No: .....

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	be made to the contractor unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to the NEF.				
8.3	Payment shall be made into the tenderer's bank account normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this tender is awarded).				
8.4	The contractor shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law.				
<b>9 NON-COMPLIANCE WITH DELIVERY TERMS</b>					
9.1	As soon as it becomes known to the contractor that he will not be able to delivery the goods/services within the delivery period and/or against the quoted price and/or as specified, the NEF must be given immediate written notice to this effect. The NEF reserves the right to implement remedies as provided for in the GCC.				
<b>10 WARRANTS</b>					
10.1	The Company warrants that:  It is able to conclude this Agreement to the satisfaction of NEF.				
10.2	Although the contractor will be entitled to provide services to persons other than NEF, the contractor shall not without the prior written consent of NEF, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
<b>11. PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>					
11.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof				
11.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
<b>12 RETENTION</b>					

Tenderer Name: .....

Tender No: .....

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
12.1	On termination of this agreement, the contractor shall on demand hand over all documentation, information, software, etc., without the right of retention, to the NEF.				
12.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.				
<b>13 SUBMITTING TENDERS</b>					
13.1	An <b>original plus three copies of the tender</b> , i.e. four documents in total and one soft copy should be handed in/delivered to:				
13.2	The Procurement Officer National Empowerment Fund 187 Rivonia Road Morningside Sandton 2146				
	NB: Tenderers are to indicate on the cover of each document whether it is the original or a copy				
13.3	Tenders should be in a sealed envelope, marked with:  <input type="checkbox"/> Tender number () <input type="checkbox"/> Closing date and time (2005, 11:00) <input type="checkbox"/> The name and address of the tenderer				
<b>14 LATE TENDERS</b>					
14.1	Late submissions will not be accepted. A submission will be considered late if it arrived only on second after 11:00 or any time thereafter. The tender (tender) box shall be locked at exactly 11:00 and tenders arriving late will not be accepted under any circumstances. Tenderers are therefore strongly advised to ensure that tenders be despatched allowing enough time for any unforeseen events that may delay the delivery of the tender.				
<b>15. BRIEFING SESSION AND CLARIFICATIONS</b>					
15.1	<b>Briefing session will be held.</b>				
15.1.1	Any clarification required by a tenderer regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the tender, is to be requested in writing (letter,				

Tenderer Name: .....

Tender No: .....

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	facsimile or e-mail) from: Mr .....by .....2005 Please make reference to page 3 of this tender pack for contact details. The tender number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all tenderers by e-mail only.				
<b>16. FORMAT OF TENDERS</b>					
16.1	Tenderers must complete all the necessary tender documents and undertakings required in this tender document. Tenderers are advised that their proposal should be concise, written in plain English and simply presented.				
16.2	Tenderers are to set out their proposal in the following format:				
16.2.1	<b>Part 1:</b> Invitation to Tender				
16.2.2	<b>Part 2:</b> Compliance to Special Conditions of Tender and Noting of Evaluation Process and Criteria				
16.2.3	<b>Part 3:</b> SARS Tax Clearance Certificate(s)				
16.2.4	<b>Part 4:</b> Declaration of interest				
16.2.5	<b>Part 5:</b> Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001 (Purchases)				
16.2.6	<b>Part 6:</b> Declaration of tenderer's past supply chain management practices				
16.2.7	<b>Part 7</b> Technical approach (Methodology)				
16.2.8	<b>Part 8</b> Experience in this field				
16.2.9	<b>Part 9</b> Team details including curricula vitae for all team members				
16.2.10	<b>Part 10:</b> Pricing Schedule.				
16.2.11	<b>Part 11:</b> Vendor Information Form.				

Tenderer Name: .....  
Tender No: .....

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
<b>17</b>	<b>DETAIL OF PROPOSAL DOCUMENTS</b>				
<b>17.1</b>	<b>Part 1: Invitation to Tender</b> Tenderers must complete and submit the “Invitation to Tender” document.				
<b>17.2</b>	<b>Part 2: Compliance to Special Conditions of Tender and Noting of Evaluation Process and Criteria</b> Tenderers must complete SBD 02 and SBD 04. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
<b>17.3</b>	<b>Part 3: SARS Tax Clearance Certificate</b> An <b>original</b> SARS Tax Clearance Certificate must accompany the proposal. In case of a consortium/ joint venture, or where sub-contractors are utilised, an <b>original</b> SARS Tax Clearance Certificate for each consortium/ joint venture member <b>and/or sub-contractor</b> (individual) <b>must</b> be submitted.				
<b>17.4</b>	<b>Part 4: Declaration of Interest</b> Tenderers must complete and submit the Declaration of Interest.				
<b>17.5</b>	<b>Part 5: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001 (Purchases)</b>				
17.5.1	Tenderers must complete and submit the Preference Points Claim Form (Purchases).				
17.5.2	For a consortium or joint venture:  <input type="checkbox"/> Each member organisation wishing to claim points should complete a separate Preference Points Claim Form (Purchases).  <input type="checkbox"/> In the case of a consortium/joint venture/subcontractor, item 9.9 of the Claim Form should only be completed once for the whole consortium/joint venture.				
<b>17.6</b>	<b>Part 6: Declaration of tenderer’s past supply chain management practices</b>				
17.6.1	Tenderer’s must complete and submit the Declaration form				
<b>17.7</b>	<b>Part 7: Technical approach</b> Tenderers must, at least:				
17.7.1	Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of				

Tenderer Name: .....  
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No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid, or overcome such problems.				
17.7.2	Describe how the work will be managed. Provide an organisation chart clearly indicating:  <input type="checkbox"/> The lines of reporting and supervision within the tenderer's team.  <input type="checkbox"/> The lines of reporting between the tenderer and NEF.				
17.7.3	Identify the position(s) involved in the direct delivery of the service to be provided and in the overall management of the work and name the people who will fill these positions.				
17.7.4	Describe the tasks, duties or functions to be performed by staff in these positions.				
17.7.5	Indicate the number of hours required to complete each task and the number of hours to be provided by each team member.				
17.7.6	Tenderers are to present such information in a matrix. The following is provided merely as guidance. Tenderers are free to elaborate as they see fit.				

Outcome/output	Activity	Team member(s) involved (name and position)	Person days for each team member	Total person days

17.7.8	Provide a work plan of activities. In addition to providing details of the estimated number of workdays for each activity, tenderers are to supply a detailed timetable that identifies when certain activities will be undertaken and over what period they will be spread. The timing of activities, the time needed to complete them, and the order in which they will be undertaken must be explained and justified.				
	The work plan could for example cover the following:				

Outcome/ outputs and activities	MONTHS												Person days allocated
	1	2	3	4	5	6	7	8	9	10	11	12	

Tenderer Name: .....  
Tender No: .....

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
<b>17.8</b>	<b>Part 8: Experience in this field</b>				
17.8.1	Tenderers should provide at least the following information.  <input type="checkbox"/> Details of contracts for similar work within the last 5 years.  <input type="checkbox"/> Contact details of a maximum of 3 organisations for which work was done.				
17.8.2	Samples of work done are not required at this stage, and will not be welcomed.				
<b>17.9</b>	<b>Part 9: Team details</b>				
17.9.1	In this section tenderers must provide details of the team named in the previous part.				
17.9.2	They should provide a summary chart containing all the people to be used.				

Name	Position in team	Current position	Years of experience	Education	Specialist areas of knowledge

17.9.3	For each team member there must be:  <input type="checkbox"/> A brief capability statement indicating clearly why they are suitable to fill their position.  <input type="checkbox"/> A complete curriculum vitae. A format is provided as a guideline for the compilation of the CV's.				
<b>17.10</b>	<b>Part 10: Pricing Schedule</b>				
17.10.1	Any budget amount that may be indicated in this document shall be deemed to be a guide only and tenderers are expected to submit a costing that is fair and reasonable.				
17.10.2	All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed. The proposed totals for fees and reimbursables will be included in the contract as the maximum amount to be spent on these items.				

Tenderer Name: .....

Tender No: .....

17.10.3	A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				
17.10.4	Fees				
	<input type="checkbox"/> The budgeted days/hours and applicable rates of all team members.				
17.10.5	Reimbursable costs				
	<input type="checkbox"/> Travel <ul style="list-style-type: none"> <li>▪ Only economy class flight and preferably Group A hire cars, otherwise Group B are to be used.</li> <li>▪ A rate of R (excluding VAT) per kilometre for the use of a personal car.</li> </ul>				
	<input type="checkbox"/> Accommodation/meals <ul style="list-style-type: none"> <li>▪ Only hotels, or other equivalent accommodation, with a rating of up to three stars are to be booked.</li> </ul> <p>A maximum daily per diem for meals and incidentals of either R (including VAT) per day for lunch and dinner or R (including VAT) per day for breakfast, lunch and dinner will be paid for periods in excess of 24 hours and thereafter in cycles of 24 hours away from original location.</p> <p><b>Note: Hotel room calls, pay channel utilisation, alcohol consumption are for the tenderer's own account.</b></p>				
	<input type="checkbox"/> Communication costs (indicate a maximum allocation or whether proof will be submitted up to a ceiling amount) <ul style="list-style-type: none"> <li>▪ Office supplies</li> </ul>				
	<ul style="list-style-type: none"> <li>▪ Computer software</li> <li>▪ Postage, telephones, faxes</li> <li>▪ Couriers</li> </ul>				
	<input type="checkbox"/> Reproduction (indicate a maximum allocation or whether proof will be submitted up to a ceiling amount) <ul style="list-style-type: none"> <li>▪ Printing/copying costs (estimates of cost per page and number of pages must be provided, where applicable).</li> </ul>				
<p>Note1: The cost of travel and accommodation for persons who are not part of the prospective contractor's team should not be</p>					

Tenderer Name: .....  
Tender No: .....

included. These costs will be borne by the Client.					
Note 2: No handling fee on disbursements will be considered.					
17.10.6	VAT : NEF is exempt from tax effective from 1 st April 2005				
<b>17.11</b>	<b>Part 11: Vendor Information Form</b>				
	Completed Vendor Information form & required source documents. Payment details and proof of bank account (cancelled cheque) will only be required from successful tenderer.				
<b>18</b>	<b>PRESENTATIONS</b>				
18.1	The NEF reserves the right to invite tenderers for presentations before the award of the tender.				
<b>19</b>	<b>NEGOTIATION</b>				
19.1	The NEF has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
19.2	The NEF shall not be obliged to accept the lowest of any quotation, offer or proposal.				
19.3	All tenderers will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties. The designated responsible person of NEF is Rolland Rakhuduwe or his written authorised delegate.				
19.4	Documents submitted by tenderers will not be returned.				
<b>20</b>	<b>DOMICILIUM</b>				
20.1	The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with the final contract as follows:				
	National Empowerment Fund 187 Rivonia Road Morningside Sandton 2146				
The Company: .....					

Tenderer Name: .....  
Tender No: .....

### 3 Terms of reference for the provision of food and catering services

#### 1. BACKGROUND TO NEF

The National Empowerment Fund Act No.105 of 1998 established the National Empowerment Trust (NEF), for the purposes of promoting and facilitating economic equality and transformation, by providing development finance for black South African businesses. The NEF operates under the umbrella of the Department of Trade and Industry (the dti) and is committed to the Broad Based Black Economic Empowerment Act 55 of 2003 and the Codes of Good Practice.

#### 2. BACKGROUND TO PROJECT

2.1 The catering required is for pre-prepared food as there are no cooking facilities. The catering company must provide their own table cloths, crockery and cutlery. They will have lockable storage area for their wares

#### 3. OVERALL OBJECTIVE

3.1 The objective of this tender is to appoint a catering company to provide food and catering services to National Empowerment Fund.

#### 4. CONTRACT PERIOD

4.1 The duration of the contract is anticipated to run for a period of 24 months.

#### 5. SCOPE OF SERVICE

DAILY CATERING	MEETINGS	SPECIAL FUNCTIONS
<ul style="list-style-type: none"> <li>- variety of breakfast menus</li> <li>- Various lunch menus [vegetarian, halaal etc ]</li> </ul>	<ul style="list-style-type: none"> <li>- Platters For breakfast, luncheon and cocktail menus</li> <li>- Cater for various dietary requirements.</li> </ul>	<ul style="list-style-type: none"> <li>- Décor</li> <li>- Sound</li> <li>- Various menus for events</li> <li>- Chef for executive 10-20 luncheon meals</li> <li>- Training / workshop / Seminars / Cocktails etc ...</li> </ul>

- The NEF is currently employed 95 permanent employees.
- The number of meetings and functions is currently estimated at 150 per month.

Tenderer Name: .....

Tender No: .....

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**6. INDEPENDENCE AND OBJECTIVITY OF STAFF**

6.1 In carrying out the work, the service provider must ensure that its staff maintain their objectivity by remaining independent of the activities they execute.

**7. PAYMENT**

7.1 The NEF undertakes to pay valid invoices in full within 14 (thirty) days from statement date for work done to its satisfaction upon presentation of a substantiated claim. No payment will be made where there is outstanding information not submitted by the consultant until that outstanding information is submitted. The NEF shall not pay for any unproductive or duplicated time spent by the service provider on any assignment as a result of staff changes or redrafting of reports due to incorrect findings

Tenderer Name: .....  
Tender No: .....

## CURRICULUM VITAE TEMPLATE

*Proposed role in the project:* .....

1. **Family name** .....
2. **First name:** .....
3. **Date of birth:** .....
4. **Nationality** .....
5. **Education**

Institution (Date from - Date to)	Degree(s) or Diploma(s) obtained

6. **Membership of professional bodies** .....
7. **Other skills (e.g. computer literacy, etc.)** .....
8. **Present position:** .....
9. **Years within the organisation:** .....
10. **Key qualifications (relevant to the project)** .....

11. **Professional experience**

<b>Date (From – To) (mm/yy)</b>	
<b>Organisation</b>	
<b>Location</b>	
<b>Position</b>	
<b>Description of duties</b>	

<b>Date (From – To) (mm/yy)</b>	
<b>Organisation</b>	
<b>Location</b>	
<b>Position</b>	
<b>Description of duties</b>	

12. **Other relevant information (e.g. Publications)** .....

Tenderer Name: .....  
Tender No: .....

## 4 Evaluation criteria and process

No.	Evaluation process	Compliance			
		Yes	No	Noted	If no, indicate deviation
<b>1.</b>	<b>EVALUATION PROCESS</b>				
<b>1.1</b>	<b>COMPLIANCE WITH MINIMUM REQUIREMENTS</b>				
1.1.1	All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication.				
<b>1.2</b>	<b>PRICE, FUNCTIONALITY AND PREFERENCE POINTS</b>				
1.2.1	All remaining bids will be evaluated as follows:				
1.2.2	Marks will be awarded for price and functionality, and marks will be awarded for specific goals set out in the preference points claim form(s).				
1.2.3	Of the marks awarded for price and functionality, percent shall be awarded for functionality and . percent shall be awarded for price.				
<b>1.3</b>	<b>DETERMINATION OF PERCENTAGE FOR FUNCTIONALITY</b>				
1.3.1	The evaluation criteria and weights for functionality as indicated in the table in paragraph 2, will apply.				
1.3.2	<p>The percentage scored for functionality should be calculated as follows:</p> <p>Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score. The following formula should then be used to convert the total score to a percentage for functionality:</p> $Ps = \frac{So}{Ms} \times Ap$ <p>where</p> <p>Ps = percentage scored for functionality by</p>				

Tenderer Name: .....  
Tender No: .....

No.	Evaluation process	Compliance			
		Yes	No	Noted	If no, indicate deviation
	<p>bid/proposal under consideration</p> <p>So = total score of bid/proposal under consideration</p> <p>Ms = maximum possible score</p> <p>Ap = percentage allocated for functionality</p> <p>The percentages of each panel member shall be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality.</p> <p>After calculation of the percentage for functionality, the prices of all bids that obtained the minimum score for functionality should be taken into consideration.</p>				
<b>1.4 ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY</b>					
1.4.1	Bids that score less than <b>50%</b> of the marks available for functionality will be eliminated from further consideration. Points will therefore not be awarded for their cost proposals or for preference.				
<b>1.5 DETERMINATION OF PERCENTAGE FOR PRICE</b>					
1.5.1	If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining bids.				
1.5.2	<p>The percentage scored for price shall be calculated as follows:</p> <p>The lowest acceptable bid/proposal (adjusted or not), will obtain the maximum percentage allocated for price. The other bids/proposals with higher prices (adjusted or not), will proportionately obtain lower percentages based on the following formula:</p> $P_s = \frac{P_{\min}}{P_t} \times A_p$ <p>where</p> <p>P<sub>s</sub> = percentage scored for price by bid/proposal under consideration</p> <p>P<sub>min</sub> = lowest acceptable bid/proposal</p>				

Tenderer Name: .....

Tender No: .....

No.	Evaluation process	Compliance			
		Yes	No	Noted	If no, indicate deviation
	<p>Pt = price of bid/proposal under consideration</p> <p>Ap = percentage allocated for price</p>				
<b>1.6 CALCULATION OF POINTS FOR FUNCTIONALITY AND PRICE</b>					
1.6.1	The percentages obtained for functionality shall be added to the percentage obtained for price to obtain a percentage out of 100, which in turn shall be converted to points out of 90 in terms of Regulation 8 of the Preferential Procurement Regulations.				
1.6.2	<p>The points scored out of 80 shall be calculated according to the following formula</p> <p>The 80/20 preference point system (below R500 000)</p> $P_s = 90\left(1 - \frac{H_s - R_s}{R_s}\right)$ <p>where</p> <p>P<sub>s</sub> = points scored for functionality and price of the bid/proposal under consideration</p> <p>H<sub>s</sub> = highest percentage scored by any acceptable bidder for functionality and price</p> <p>R<sub>s</sub> = percentage scored for functionality and price by bid/proposal under consideration.</p>				
<b>1.7 AWARDING OF POINTS FOR PREFERENCES/GOALS</b>					
1.7.1	Points for any specific goals will be awarded according to the formula(e) indicated in the preference points claim form(s), refer to no. 8, Preference Points Claim Form in Terms of the Preferential Procurement Regulations, 2001				
<b>1.8 ELIMINATION OF PROPOSALS ON GROUNDS OF PREFERENCING</b>					
1.8.1	Bids that score less than <b>40%</b> of the marks available for preferencing will be eliminated from further consideration. Bids shall therefore be disqualified from further evaluation..				

Tenderer Name: .....  
Tender No: .....

No.	Evaluation process	Compliance			
		Yes	No	Noted	If no, indicate deviation
<b>1.9</b>	<b>COMBINING FUNCTIONALITY, PRICE AND PREFERENCE POINTS</b>				
1.9.1	The preference points for each bid will now be added to the price and functionality mark for that bid (see 1.6.2).				
1.9.2	The Bid Evaluation Committee may recommend that the contract be awarded to the bidder obtaining the highest aggregate mark as determined by 1.8.1 or to a lower scoring bid on justifiable grounds.				
<b>1.10</b>	<b>PRESENTATIONS</b>				
1.10.1	The NEF has decided to have compulsory presentations by the bidders ranked first, to third once the functionality, price and preference points have been combined.				
1.10.2	Presentations shall only affect the points awarded for functionality. If NEF wishes to use presentations to discriminate between bidders, the evaluation criteria to be affected shall be determined in advance and due allowance made in the point scheme and indicated in paragraph 2.				
1.10.3	If the date of the presentation meeting is not indicated in the bid document, at least three days notice will be given to bidders required to attend a presentation.				
1.10.4	Presentations will be made to the full Tender Evaluation Committee.				
1.10.5	Points determined by the presentation will be awarded to each bidder by each member of the Tender Evaluation Committee and then an average calculated.				
1.10.6	The price and preference points for each bidder will be added to their functionality points adjusted as a result of the presentation and the Tender Evaluation Committee may recommend the bidder obtaining the highest aggregate (see 1.6.2) or to a lower scoring bid on justifiable grounds.				
<b>1.11</b>	<b>ADJUDICATION OF BID</b>				
1.11.1	The Tender Adjudication Committee will consider the recommendations and make the final award. The successful bidder will usually be the service provider scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.				

Tenderer Name: .....  
Tender No: .....

## 2. EVALUATION CRITERIA (Example)

2.1 The criteria and weights referred to in paragraph 1 above, are as follows:

CRITERION	MAXIMUM PTS TO BE AWARDED
<b>1. Functionality</b>	
1.1.1 Experience of prospective contractor of the internal audit in a public entity	
1.1.2 Experience of the prospective supplier working in a catering environment	
1.1.3 Technical approach	
1.1.4 Capability and knowledge of staff to be used for the assignment	
<b>A Threshold of 50% is applicable</b>	
<b>Subtotal for functionality before presentation (maximum) 60 %</b>	
<b>2. Price</b>	
2.1.1 Relative competitiveness of proposed price	
<b>Subtotal (maximum) 40%</b>	
<b>TOTAL % FOR PRICE AND FUNCTIONALITY</b>	<b>80</b>
<b>3. Preference points</b>	
3.1.1 Equity ownership by HDIs as per the preference form	
3.1.2	
3.1.3	
<b>Subtotal (maximum)</b>	<b>20</b>
<b>A Threshold of 40% is applicable</b>	
<b>Recalculated % subtotal for functionality before presentation (maximum)</b>	
<b>4. Functionality criteria for presentation</b>	
4.1.1 Experience of prospective supplier	
4.1.2 Technical approach	
4.1.3 Capability of staff to be used	
<b>% Subtotal for presentation only (maximum)</b>	
<b>% Subtotal for functionality including presentation (maximum)</b>	

Tenderer Name: .....  
Tender No: .....

---

## 5 Tax Clearance Certificate requirements

IT IS A CONDITION OF BIDDING THAT

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six (6) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’s office.

If the NEF are already in possession of your original valid tax clearance certificate, it is not necessary to submit a new tax certificate. This provision can only apply if the closing date of this tender falls within the expiry date of the tax clearance certificate. Please indicate when the original tax clearance certificate was submitted.

Tenderer Name: .....  
Tender No: .....

**Application for Tax Clearance Certificate  
(IN RESPECT OF BIDDERS)**

1. Name of taxpayer/bidder: .....

2. Trade name: .....

3. Identification number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company/Close corporation registration number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code ..... Number .....

Address: .....

Date: 20...../...../.....

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

Tenderer Name: .....  
 Tender No: .....

## 6 Declaration of Interest

### Declaration of Interest

1. Any legal person, including persons employed by the principal, or persons having a kinship with persons employed by the principal, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the principal, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

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

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

2.1 Are you or any person connected with the bidder, employed by the principal? YES/NO

2.1.2 If so, state particulars.

.....  
 .....

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

2.2.1 If so, state particulars

.....  
 .....

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

2.3.1 If so, state particulars

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

### 3. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2.1 TO 2.3.1 ABOVE IS CORRECT. I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature Date

.....  
 Position Name of bidder

Tenderer Name: .....  
Tender No: .....

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

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

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

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

Tenderer Name: .....  
Tender No: .....

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

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

.....  
Signature Date  
.....  
Position Name of bidder

Tenderer Name: .....  
Tender No: .....

## 8 Pref 01 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations, 2001

### Pref 01 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations, 2001

#### PURCHASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICATBLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001**

#### 1. GENERAL CONDITIONS

##### 1.1 The following preference point systems are applicable to all bids:

1.1.1 The 80/20 system for requirements with a Rand value of up to R500 000

1.1.2 The 90/10 system for requirements with a Rand value above R500 000

1.2 The value of this bid is estimated to exceed/not exceed R500 000 and therefore the **90/10** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

1.3.1 Price

1.3.2 Specific contract participation goals, as specified in the attached forms.

1.3.3 The points for this bid are allocated as follows:

	POINTS
<input type="checkbox"/> <b>Price/functionality</b>	80
<input type="checkbox"/> <b>Specific contract participation goals</b>	20
▪ Historically Disadvantaged Individuals	
→ Who had no franchise in national elections before the 1983 and 1993 Constitutions	
→ Who is a female	
→ Who has a disability	

Total points for price, functionality, HDI's and other RDP goals must not exceed **100**

1.4 Failure on the part of a bidder to fill in and/or sign this form may be interpreted to mean that the preference points are not claimed.

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

Tenderer Name: .....

Tender No: .....

## 2. GENERAL DEFINITIONS

- 2.1 “**Acceptable bid**” means any bid, which in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 “**Bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 “**Comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 “**Consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 “**Contract**” means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 “**Specific contract participation goals**” means the goals as stipulated in the Preferential Procurement Regulations, 2001.
- 2.6.1 In addition to the abovementioned goals, the Regulations [12(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 “**Control**” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 “**Disability**” means in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 “**Equity ownership**” means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 “**Historically Disadvantaged Individuals (HDI’s)**” means a South African citizen
- (1) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the interim Constitution”); and or
  - (2) Who is a female; and/or
  - (3) Who has a disability.
- Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.
- 2.11 “**Management**” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 “**Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 “**Person**” includes reference to a juristic person.
- 2.14 “**Rand value**” means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 “**Small, Medium and Micro Enterprises (SMMEs)**” bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No 102 of 1996).

Tenderer Name: .....

Tender No: .....

- 2.16 “**Subcontracting**” means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution or part of a project in terms of the contract.
- 2.17 “**Trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 “**Trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE**

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individual classified as HDIs, or in the case of a company, the percentage shares that are owned by individual classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

**4. ADJUDICATION USING A POINT SYSTEM**

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

**5. POINTS AWARDED FOR PRICE**

- 5.1 The 80/20 preference point systems

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

**80/20**

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

Where

P<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Rand value of bid under consideration

P<sub>min</sub> = Rand value of lowest acceptable bid

**6. POINTS AWARDED FOR HISTORICALLY DISADVANTAGED INDIVIDUALS**

- 6.1 In terms of Regulation 13(2) preference points for HDI’s are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13(5)(c).

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

Where

NEP = Points awarded for equity ownership by an HDI

Tenderer Name: .....  
Tender No: .....

---

**NOP = The maximum number of points awarded for equity ownership by an HDI in  
that specific category**

**EP = The percentage of equity ownership by an HDI within the enterprise or  
business, determined in accordance with the definition of HDI's**

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

**7. BID DECLARATION**

- 7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form

Tenderer Name: .....  
 Tender No: .....

**8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8**

	Ownership	Percentage owned	Points claimed
8.1	Equity ownership by persons who had no franchise in the national elections	..... %	.....
8.2	Equity ownership by women	..... %	.....
8.3	Equity ownership by disabled persons*	..... %	.....

\*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

.....

**9. DECLARATION WITH REGARD TO EQUITY**

9.1 **Name of firm:** .....

9.2 **VAT registration number:** .....

9.3 **Company registration number:** .....

**9.4 Type of firm**

- |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
| <input type="checkbox"/> Partnership<br><input type="checkbox"/> One person business/sole trader<br><input type="checkbox"/> Close corporation<br><input type="checkbox"/> Company<br><input type="checkbox"/> (Pty) Limited | <table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> </table> |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

Tick applicable box

**9.5 Describe principal business activities**

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

**9.6 Company classification**

- |  |   |  |  |  |  |  |
|--|---|--|--|--|--|--|
| <input type="checkbox"/> Manufacturer<br><input type="checkbox"/> Supplier<br><input type="checkbox"/> Professional service provider<br><input type="checkbox"/> Other service providers, e.g. transporter, etc. | <table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> </table> |  |  |  |  |  |
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|  |   |  |  |  |  |  |

Tick applicable box

9.7 **Total number of years the firm has been in business?** .....

Tender No: .....

9.8 List all shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8

Name	Date/Position occupied in enterprise	ID number	Date RSA citizenship obtained	*HDI Status			% Non-HDI status	% of business/enterprise owned
				No franchise prior to elections	Women	Disabled		

\* Indicate Yes or No

**9.9 Consortium/Joint Venture**

9.9.1 In the event that preference points are claimed for HDI members by consortia/joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Fees to be earned by each consortium/joint venture member	Disbursements allocated to each consortium/joint venture member	Total of fees and disbursements allocated to each consortium/joint venture member	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/We, the undersigned who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I/we acknowledge that:

9.10.1 The information furnished is true and correct.

9.10.2 The equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.

9.10.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the seller that the claims are correct.

9.10.4 If the claims are found to be incorrect, the seller may, in addition to any other remedy it may have:

- Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
- 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.
- Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid.

WITNESSES

1. ....

..... SIGNATURE(S) OF BIDDER(S)
------------------------------------

2. ....

DATE: .....

ADDRESS: .....

.....

.....

.....



## 10 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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TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

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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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the

- contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 24. Anti-dumping and countervailing**
- 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

<b>duties and rights</b>		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
<b>25. Force Majeure</b>	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.
<b>26. Termination for insolvency</b>	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.
<b>27. Settlement of Disputes</b>	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.
<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or wilful 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.
<b>29. Governing language</b>	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

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		English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.

# 11 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. In 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 Tender 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:
  - 2.1 Bidding documents, viz
    - Invitation to bid
    - Tax clearance certificate
    - Pricing schedule(s)
    - Filled in terms of reference/task directive/proposal
    - Preference certificates in terms of the Preferential Procurement Regulations, 2001
    - Declaration of interest
    - Special Conditions of Contract
    - Attached Service Level Agreement
  - 2.2 General Conditions of Contract
  - 2.3 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 fulfilment 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 .....

WITNESSES	
1	.....
2	.....

Tender No: .....

NEF Bid Document

---

NAME OF FIRM

DATE

DATE:

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 annexures.
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 (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

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

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## Annexure A Service Levels and Timeframes

1. Service Levels
2. Timeframes

The supplier agrees to the service levels and timeframe set out in this Annexure.

Signed on the \_\_\_\_\_ day of June 2005 at \_\_\_\_\_

\_\_\_\_\_  
*Name in Print*

Example

## 12 Vendor Information form

### Vendor information form

You are kindly requested to complete this document accurately as the information contained herein is required for the following purposes:

- To enable NEF to compile a database of registered suppliers;
- To support NEF in the implementation of a system of preferences as required by the Preferential Procurement Policy Framework Act (No 5 of 2000).
- Failure to complete the form in full may result in the supplier not being considered for the awarding of any orders or contracts by the NEF.

**KINDLY NOTE THAT THIS DOCUMENT CONSISTS OF **xxxx** PAGES – PLEASE COMPLETE ALL PAGES.**

<b>Name of Company</b>	
------------------------	--

<b>Postal Address</b>	
-----------------------	--

<b>Physical Address</b>	
-------------------------	--

<b>Telephone No</b>		<b>Mobile Telephone No</b>	
<b>Fax No</b>		<b>E-mail address</b>	
<b>Company Registration No</b>		<b>Tax Clearance Certificate *</b>	
<b>VAT RegistrationNo**</b>		<b>Tax registration No</b>	

\*Are you registered in terms of sections 23(1) or 23(3) of the Value-added Tax Act, 1991 (Act No. 89 of 1991)? YES / NO

\*\*An original Tax Clearance Certificate must be attached to this form –. Failure to do so can disqualify the bid.

<b>For office use</b>			
<b>Database reference</b>		<b>Master List number</b>	

**1. Participation capacity** (tick one box)

<input type="checkbox"/>	Prime contractor	<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Sub-contractor	<input type="checkbox"/>	Professional services
<input type="checkbox"/>	Manufacturer	<input type="checkbox"/>	Joint Venture partner
<input type="checkbox"/>	Other, specify .....		

**2. Type of firm** (tike one box)

<input type="checkbox"/>	Partnership	<input type="checkbox"/>	One person business/sole trader
<input type="checkbox"/>	Close corporation	<input type="checkbox"/>	Company
<input type="checkbox"/>	Pty Ltd.	<input type="checkbox"/>	
<input type="checkbox"/>	Other, specify .....		

**3. Principal business activities** (tick one box)

<input type="checkbox"/>	Security	<input type="checkbox"/>	Construction
<input type="checkbox"/>	Catering	<input type="checkbox"/>	Consulting
<input type="checkbox"/>	Manufacturer	<input type="checkbox"/>	Retailer/Distributor
<input type="checkbox"/>	Other, specify .....		

**4. Business sector** (tick one box)

<input type="checkbox"/>	Agriculture	<input type="checkbox"/>	Mining and Quarrying
<input type="checkbox"/>	Manufacturing	<input type="checkbox"/>	Electricity, Gas and Water
<input type="checkbox"/>	Retail and motor trade repair services	<input type="checkbox"/>	Construction
<input type="checkbox"/>	Wholesale trade, commercial agents & allied services	<input type="checkbox"/>	Community, social and personal services
<input type="checkbox"/>	Commercial Agents and other trade	<input type="checkbox"/>	Transport, storage and communication
<input type="checkbox"/>	Finance and business services	<input type="checkbox"/>	Commercial Agents and other trade
<input type="checkbox"/>	Other, specify .....		

**5. Company classification** (tick one box)

<input type="checkbox"/>	Contractor who generates more than 75% of turnover as a prime contractor	<input type="checkbox"/>	Contractor who generates less than 75% of turnover as a prime contractor
<input type="checkbox"/>	Labour – only sub-contractor	<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier	<input type="checkbox"/>	Professional service provider
<input type="checkbox"/>	Other, specify .....		

**6. Products or services to offer to NEF** (fill in)

<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	

**7. Total number of years the firm has been in business:** \_\_\_\_\_**8. Total number of employees**

Full time: \_\_\_\_\_ Part time: \_\_\_\_\_

**9. Street address of all facilities used by the Firm (e.g. Warehouse, storage space, offices, etc.)**

\_\_\_\_\_  
 \_\_\_\_\_

**10. Do you share any facilities? YES/NO**

If yes, which facilities are shared? \_\_\_\_\_

With whom do you share facilities? (Name of firm/individuals).

\_\_\_\_\_  
 \_\_\_\_\_

**11. Is the firm registered or does it have a business license(s)?**

**YES/NO** (if yes, give details and quote relevant reference numbers and dates)

\_\_\_\_\_

**12. Detail all trade associations in which you have a membership:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**13. Did the firm exist under a previous name? YES / NO**

If yes, what was its previous name? \_\_\_\_\_

Who were the owners/partners/directors?

\_\_\_\_\_  
 \_\_\_\_\_

**14. Identify any owner or management officer who has an interest in another firm**

Name	Duties as employee in other firm	Name and address of other firm	Type of business of other firm

**15. What is the enterprise's average annual turnover (excl. VAT) during the lesser of the period for which the business has been operating or the previous three financial years?**

R \_\_\_\_\_

**NB. Please submit audited financial statements for the past two financial years in this regard (where applicable)**

**16. The financial manager/ external auditor/ CEO/Accounting Officer (whichever is relevant to your type of business) needs to confirm the following:**

The business/entity is:

- A Going Concern Yes / No
- In a Sound Financial Condition Yes / No
- Have the financial & operational capacity to fulfill the contract requirements Yes / No

Signature \_\_\_\_\_

Capacity \_\_\_\_\_

**17. Identify by name, HDI status and length of service, those individuals in the firm (including owners and non-owners) responsible for the day-to-day management and business decisions**

ACTIVITY	NAME	RACE	GENDER M / F	DISABLED? YES / NO *	LENGTH OF SERVICE (YEARS)
<b>FINANCING DECISIONS</b>					
Cheque Signing					
Acquisition of lines of credit					
Sureties					
Major Purchase or Acquisitions					
Signing Contracts					

ACTIVITY	NAME	RACE	GENDER M / F	DISABLED? YES / NO *	LENGTH OF SERVICE (YEARS)
<b>MANAGEMENT DECISIONS</b>					
Estimating					
Marketing and Sales Operation					
Hiring & Firing of Management Personnel					
Supervision of office personnel					
Supervision of Field/ Production Activities					

**18. List the four largest contracts/assignments completed by your firm in the last three years.**

Work performed	For whom	Contact person and telephone number	Contract fee/amount

**\* Payment transactions:**

Alternative payee (This field is only to be filled in if payments are not to be made directly to the vendor to whom the payable is owed)	
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**\* Contact person:** (Sales person)

Name		Telephone number	
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**Bank Details:**

Country (Where bank is located)	
Name of bank	
Bank key (Branch Number)	
Bank account (Account Number)	
Account holder (Only to be filled in if the name of the account holder is not the same as the name of the vendor)	
Name of account (Type of account)	

**Date stamp of bank**  
**Certified as correct**

**Initials and Surname (Bank official):**  
\_\_\_\_\_

**Signature (Bank official):**  
\_\_\_\_\_

Tender No: .....

NEF Bid Document

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**Telephone Number (Bank Official):**

\_\_\_\_\_

Signature \_\_\_\_\_ duly authorised to sign on behalf of  
\_\_\_\_\_ (Name of organisation) address

\_\_\_\_\_

\_\_\_\_\_

Telephone no. \_\_\_\_\_ Date

\_\_\_\_\_

**COMMISSIONER OF OATHS:**

Signature: \_\_\_\_\_ Date:

\_\_\_\_\_



**STAMP  
MUST BE DATE STAMPED AND  
SIGNED  
BY A COMMISSIONER OF OATHS**