



REQUEST FOR PROPOSAL

FOR

**THE PROVISION OF SHARE
ADMINISTRATION SERVICES**



NATIONAL EMPOWERMENT FUND

Growing Black Economic Participation

TENDER NUMBER: RFP 03/2007

CLOSE **Date:** 26 February 2007
 Time: 14h00

DESCRIPTION: The Provision of Share Administration Services

COMPULSORY BRIEFING: Yes No

**See General Conditions of Contract and Terms and
Conditions of Tender**

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:

1	Invitation to Tender	4
2	Special Conditions of Tender and Contract	7
3	Terms of Reference for the Provision of Share Administration Services	16
4	Evaluation Criteria & Process	22
5	Tax Clearance Certificate Requirements	27
6	Declaration of Interest	29
7	Declaration of Tenderer's Past Supply Chain Management Practices	30
8	Pricing Schedule	35
9	General Conditions of Contract	38
10	Contract Form (Rendering of Services)	49
11	Vendor Information Form	51

1 Invitation to Tender

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENT OF THE NEF

TENDER NUMBER	RFP 03/2007	CLOSING DATE	26 February 2007	CLOSING TIME	14:00
DESCRIPTION	The Provision of Share Administration Services				
VALIDITY	Offer to be valid for 90 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 MAY BE:

DEPOSITED IN THE TENDER BOX SITUATED AT (Street address) National Empowerment Fund, West Block, 187 Rivonia Road, Morningside, 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), Terms and Conditions of Tender 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: **(011) 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)

Name of tenderer:

Entity name

VAT registration number

Valid 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:

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 N/A OFFERED

2 Special Conditions of Tender and Contract

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
1. GUIDELINE ON COMPLETION					
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 not in compliance or agreement with the statement(s) as specified in this tender.				
1.2	Proper tenders for the services specified must be submitted.				
2. GENERAL CONDITIONS OF CONTRACT					
2.1	<i>The General Conditions of Contract must be accepted (Section 10).</i>				
3. ADDITIONAL INFORMATION REQUIREMENTS					
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.				
4. VENDOR INFORMATION					
4.1	All tenderers will be required to complete a vendor information form detailing the organisation's complete profile.				
5. CONFIDENTIALITY					
5.1	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.				
5.2	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.				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
6. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT					
6.1	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.				
6.2	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 Tenderer undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
6.3	In the event that the Tenderer would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from NEF.				
6.4	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.				
6.5	This clause 6 shall survive termination of this Agreement.				
7 PAYMENTS					
7.1	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				
7.2	The contractor shall from time to time during the duration of the contract, invoice NEF for the services rendered. No payment will 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.				
7.3	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).				
7.4	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.				
8 NON-COMPLIANCE WITH DELIVERY TERMS					

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
8.1	As soon as it becomes known to the contractor that he will not be able to deliver 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.				
9 WARRANTS					
9.1	The Company warrants that: It is able to conclude this Agreement to the satisfaction of NEF.				
9.2	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.				
10. PARTIES NOT AFFECTED BY WAIVER OR BREACHES					
10.1	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				
10.2	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.				
11 RETENTION					
11.1	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.				
11.2	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.				
12 SUBMITTING TENDERS					
12.1	An original plus two copies of the tender , i.e. three documents in total should be handed in/delivered to:				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
12.2	The Procurement Officer National Empowerment Fund West Block 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				
12.3	Tenders should be in a sealed envelope, marked with: <input type="checkbox"/> Tender number <input type="checkbox"/> Closing date and time <input type="checkbox"/> The name and address of the tenderer				
13 LATE TENDERS					
13.1	Late submissions will not be accepted. A submission will be considered late if it arrived only on second after 14:00 or any time thereafter. The tender (tender) box shall be locked at exactly 14:00 and tenders arriving late will not be accepted under any circumstances. Tenderers are therefore strongly advised to ensure that tenders be dispatched allowing enough time for any unforeseen events that may delay the delivery of the tender.				
14. COMPULSORY BRIEFING SESSION AND CLARIFICATIONS					
14.1	A compulsory briefing session will be held on 9th February 2007 at 14:00				
14.1.1	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, facsimile or e-mail) from: Mr Rolland Rakhuduwe 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.				
15. FORMAT OF TENDERS					
15.1	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.				
15.2	Tenderers are to set out their proposal in the following format:				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
15.2.1	Part 1: Invitation to Tender				
15.2.2	Part 2: Compliance to Special Conditions of Tender and Noting of Evaluation Process and Criteria				
15.2.3	Part 3: SARS Tax Clearance Certificate(s)				
15.2.4	Part 4: Declaration of interest				
15.2.5	Part 5: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001 (Purchases)				
15.2.6	Part 6: Declaration of tenderer's past supply chain management practices				
15.2.7	Part 7: Technical approach and Methodology				
15.2.8	Part 8: Experience & Capacity				
15.2.9	Part 9: Systems				
15.2.10	Part 10: Pricing Schedule.				
15.2.11	Part 11: Vendor Information Form.				
16 DETAIL OF PROPOSAL DOCUMENTS					
16.1	Part 1: Invitation to Tender Tenderers must complete and submit the "Invitation to Tender" document (Section 1 of this document).				
16.2	Part 2: Compliance to Special Conditions of Tender and Noting of Evaluation Process and Criteria Tenderers must complete Section 2 of this document indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
16.3	Part 3: SARS Tax Clearance Certificate An original SARS Tax Clearance Certificate must accompany the proposal. In case of a consortium/ joint venture, or where sub-contractors are utilised, an original SARS Tax Clearance Certificate for each consortium/ joint venture member and/or sub-contractor (individual) must be submitted.				
16.4	Part 4: Declaration of Interest Tenderers must complete and submit the Declaration of Interest. Section 6 of this document.				
16.5	Part 5: Preference Points Claim Form in terms of the				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	Preferential Procurement Regulations 2001 (Purchases)				
16.5.1	Tenderers must complete and submit the Preference Points Claim Form (Purchases). (Section 8 of this document)				
16.5.2	Tenderers must also submit an external BBBEE verification certificate or other source documents to proof BBBEE status				
16.5.3	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) and proof of BBBEE status				
	<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.				
16.6	Part 6: Declaration of tenderer's past supply chain management practices				
16.6.1	Tenderers must complete and submit the Declaration form. (Section 7 of this document)				
16.7	Part 7: Technical approach and Methodology				
16.7.1	Tenderer's must document their understanding of the requirements as explained in Section 3 of this document				
16.7.2	Explain the methodologies, which they propose to adopt, demonstrate the compatibility of those methodologies for the scope of work required.				
16.7.3	Indicate the phases, main activities for the project, and their content and duration and delivery dates of the deliverables.				
16.7.4	Demonstrate the ability and capacity to provide a complete range of shareholder related services				
16.7.5	Demonstrate their experience, knowledge and capacity regarding electronic issuance of shares.				
16.7.6	Illustrate their project management capability of the Retail offering from planning through to implementation				
16.7.7	Describe organization, logistics and support resources relevant to the scope of work.				
16.7.8	Prove reliability, indicate risks and contingency plans.				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
16.8	Part 8: Experience & Capacity				
16.8.1	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.				
16.8.2	Qualifications and demonstrated experience of the key staff in relation to the scope of work				
16.8.3	Demonstration of expertise and extensive experience in relation to BEE retail Schemes and has worked previously in BEE retail schemes of similar nature.				
16.9	Part 9: Systems				
16.9.1	Demonstrate systems capability linking them to the JSE/STRATE settlement systems				
	Prove suitability interface capabilities with the distribution agencies i.e preferred bank, SA Post Office systems for the transfer of electronic data.				
16.9.2	Demonstrate systems capability linking them to the Financial Institutions who will be Distribution and Receiving agents i.e. preferred bank, SA Post Office systems for the transfer of electronic data.				
16.9.3	Demonstrate sophisticated automated processing and scanning facilities to process application forms including validation, recording, banking, reconciliation and auditing applications and monies.				
16.9.4	A proprietary registry system that links directly to the Johannesburg Stock Exchange settlement systems, to cater for all registry services, from data entry, shareholder enquiries, reporting, maintaining up-to-date records as well as comprehensive reporting of applications by denominations type.				
16.9.5	Banking links for efficient clearance of application monies and payment of cleared funds.				
16.9.6	World Class Call Centre facilities with highly trained, multi – lingual and multi-skilled agents.				
16.10	Part 10: Pricing Schedule				
16.10.1	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.				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
16.10.2	All costs related to this assignment are to be allowed for in the pricing schedule (Section 9) 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.				
16.10.3	A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				
16.10.4	<input type="checkbox"/> Exclusions – the following items are excluded from the scope of work and should not be included in your costing :				
	▪ Distribution agents; and				
	▪ Marketing and investor education				
16.11	Part 11: Vendor Information Form				
	Please submit completed Vendor Information form (Section 12 of this document) & required source documents. Payment details and proof of bank account (cancelled cheque) will only be required from successful tenderer.				
17	PRESENTATIONS & SITE VISITS				
17.1	The NEF reserves the right to invite tenderers for presentations and to conduct site visits before the award of the tender.				
18	NEGOTIATION				
18.1	The NEF has the right to enter into negotiation with a prospective vendor regarding any terms and conditions, including price(s), of a proposed contract.				
18.2	The NEF shall not be obliged to accept the lowest of any quotation, offer or proposal.				
18.3	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.				
18.4	Documents submitted by tenderers will not be returned.				
	DOMICILIUM				
	The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with the final contract as follows:				

	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	National Empowerment Fund West Block 187 Rivonia Road Morningside Sandton 2057				
	The Company:				

3 Terms of Reference for the Provision of Share Administration Services

1. Background to National Empowerment Fund (“NEF”)

The National Empowerment Fund Act No.105 of 1998 established the National Empowerment Fund Trust (NEF), for the purposes of promoting and facilitating economic equality and transformation. The NEF operates under the umbrella of the Department of Trade and Industry (the dti). The NEF’s strategic objectives have been dictated mainly by the objects of the fund as described in section 3 of the NEF Act.

These are listed below:

- Providing Black people with the opportunity of, directly or indirectly, acquiring shares or interests in state owned commercial enterprises that are being restructured or in private business enterprises;
- Encouraging and promoting savings, investments and meaningful economic participation by historically disadvantaged persons;
- Promoting and supporting business ventures pioneered and run by Black people;
- Promoting the universal understanding of equity ownership among Black people;
- Encouraging the development of a competitive and effective equities market inclusive of all persons in the Republic;
- Contributing to the creation of employment opportunities; and
- Generally employing such schemes, businesses and enterprises as may be necessary to achieve the objects of the Act.

As the NEF was set up to advance the government’s black economic empowerment objectives, the objectives that are contained in the Broad-Based Black Economic Empowerment Act No. 53 of 2003 (BEE Act) should inform its product offerings.

2. Project Background

The NEF’s Asset Management division is seeking to create opportunities by optimal utilisation of government assets that have been allocated to the NEF Trust in order to create innovative savings products. It therefore intends to roll out individual retail offerings of its listed assets over the next three years and create a sustainable unitised portfolio of its unlisted assets.

The objectives of the Retail Offer are as follows:

- Empowerment of broad-based savings groups, e.g. Stokvels, Burial Societies, Savings Clubs and Individuals;
- Creation of alternative wealth creation opportunities for the target groups;
- Exclusive Black participation;
- Capital protection for the investor;

- Long-term investment, hence long-term ownership by investors;
- Equity investment education to the investor; and
- Direct exposure of Black people to the equities market and its risks.

3. Overall Objective

The NEF requires the services of a single service provider to provide a full range of administrative services for all phases of its retail offer. The Share Administrators must be able to provide a turnkey solution in bringing the NEF's retail offering to market with their breadth of knowledge and must also demonstrate extensive experience and expertise in relation to a listed BEE retail scheme/s of similar nature. The full range of services must include expertise on registry, dematerialization, custody and settlement, sharedealing and call centre functions.

4. Contract Period

Envisaged contract period is 24 months.

5. Roles and Objectives of Share Administrators

The Share Administrators primary objective is to act as receiving agents including registration and to provide ongoing registry maintenance and shareholder services for a dematerialized register. The Share Administrators must:

- Demonstrate experience and capacity to execute a BEE retail scheme/s.
- Possess systems linked directly to the Johannesburg Securities Exchange JSE/STRATE settlement systems.
- Must have systems capability which is linked to financial institutions who will act as Distribution and Receiving Agents.
- Demonstrate expertise and experience on:
 - Share Administration of at least one BEE retail offer
 - Registry
 - Dematerialization, custody and settlement and share dealing.
 - Call Centre facilities
- Be compliant in terms of the Financial Advisory and Intermediary Services Act, 2002 (FAIS)
- Demonstrate Capacity to implement the legal requirements of the Financial Intelligence Centre Act, 2001 (FICA)

6. Scope of Project

Services

The retail offer requires a combination of services i.e. Project Management, Data Management, Document Mailing and Investor Relations via a Call Centre. It is envisaged that the Offer will occur in 4 different phases:

6.1.1 Pre -Registration Phase

The Share Administrators will be expected to:

- Liaise with the NEF and recommend a process that will minimise risk and result in the timely delivery of a clean register to the NEF;
- Liaise with printers and other parties involved in the design of Registration and Application Forms to ensure that these are compatible with and meet the NEF's requirements and objectives and achieve maximum efficiency and accuracy of processing;
- Liaise with the NEF on the design of fulfillment stationery, to ensure the stationery is compatible with the NEF's corporate image and Share Administrators processing system;
- Develop suitable interfaces with distribution agencies for the transfer of data from their respective databases;
- Establish and operate a processing facility with financial institutions for the processing of applications;
- Develop procedures and Operational Guidance Notes covering all aspects of capturing data from Registration Forms, Registration calls and from files supplied by distribution agencies;
- Consultation and planning, logistics and documentation preparation.
- Printing, mailing and distribution of registration and, application stationery

6.1.2 Registration Phase

- Undertake management of the registration database;
- Ensure the integrity of the personalisation of application forms;
- Receive, and process incoming forms in a timely and accurate manner;
- Deal with forms which cannot be processed, or which are irregular, according to agreed product requirements; and

6.1.3 Subscription Phase

- Supply NEF daily notification of total applications received;
- Provide modeling for scaling scenarios in the event of over subscription;

- Process all documentations including validations, recordings, banking, reconciliation and auditing of monies and applications;
- Balance the offer: production of lists of shareholders as at launch date;
- Establish procedures in respect of dealing services; and
- Production of electronic messages to STRATE.
- Store retail offer documentation and manage database;
- Provide and mail fulfillment documentation as appropriate; and
- Laser print and mail shareholders statements twice a year

6.1.4 Call Centre Services

- Operate a Call Centre on behalf of NEF for the retail offer.
- The Call Centre to handle all telephonic, e-mail and facsimile interactions with potential and actual subscribers during the Registration period, the offer period and the Post offer period of the retail offer process.
- The focus of the Call Centre shall be to provide participants and the general public with easy access to the information related to the retail product offer.
- The Call Centre shall utilise its best endeavours to address queries in the language of the person making the query. The Call Centre shall, at a minimum, have the capability of dealing with official languages.
- The Call Centre shall provide the NEF with a report containing at a minimum the Number of queries as well as the volumes of calls received during the reporting period and the method of transmission thereof.

7. Expected Outcomes and Deliverables

- A Call centre to deal with applicant enquiries by telephone, fax or email, using agreed scripts
- Share Register Maintenance.
- Seamless and effective roll out of the Retail offer.
- Communication

8. Quality Assurance Reviews of the Work

- Formal reviews will be conducted at the end of each phase of the project to identify problems and determine whether the service deliverables meets all applicable requirements.
- The main objective of these reviews is to ensure that the product is ready and signed off to proceed with the next phase of the project.

- The reviews will be done by the retail offer working group committee.

9. Monitoring Progress of Assignments

Process monitoring by the working group committee will be done on a regular basis to ensure that appropriate steps to carry out the process are being followed by comparing the actual steps carried out with those in the documented procedures.

10. Competency and Expertise Requirements

- A system in place to provide custody and settlement services to investors.
- Systems that are fully integrated with STRATE for electronic trading.
- Systems capability to link with the Financial Institutions who will be Distribution and Receiving Agents
- Systems in place for the importing of accurate compatible electronic registration data from registration data suppliers.
- Processing and scanning facilities to process application forms including validations, recordings, banking, reconciliation and auditing of applications and monies.
- A proprietary registry system that links directly to the Johannesburg Stock Exchange settlement systems, to cater for all registry services, from data entry, shareholders enquiries, reporting, maintaining up-to-date records as well as comprehensive reporting of applications by denominations and type.
- Banking links for efficient clearance of application monies and payment of cleared funds
- World Class Call Centre facilities with highly trained, multi-lingual (SA official languages) and multi-skilled agents.
- Management and project team skills and capabilities must be highlighted, as well as their track record for similar work done in the retail offer.
- Have the expertise, experience, systems and people who have administered similar schemes.
- Furthermore, each of the respondents must provide the NEF with 2 or more references of corporate clients that they have provided a similar service to.

11. Payment

Success based fees - Upon completion of each phase of the project.

12. Proposal

Please refer to section 2 paragraph 16 of the tender document for the required format of your proposal.

13. Evaluation Criteria and Process

Please refer to Section 4 for details on evaluation criteria, weightings and process.

4 Evaluation Criteria & Process

No.	Evaluation process	Compliance			
		Yes	No	Noted	If no, indicate deviation
7.	EVALUATION PROCESS (example)				
7.1	COMPLIANCE WITH MINIMUM REQUIREMENTS				
7.1.1	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.				
7.2	PRICE, FUNCTIONALITY AND PREFERENCE POINTS				
7.2.1	All remaining bids will be evaluated as follows:				
7.2.2	90 Marks will be awarded for price and functionality, and 10 marks will be awarded for specific goals set out in the preference points claim form(s).				
7.2.3	Of the 90 marks awarded for price and functionality, 50 percent shall be awarded for functionality and 40 percent shall be awarded for price.				
7.3	DETERMINATION OF PERCENTAGE FOR FUNCTIONALITY				
7.3.1	The evaluation criteria and weights for functionality as indicated in the table in paragraph 2, will apply.				
7.3.2	<p>The percentage scored for functionality will 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 bid/proposal under consideration</p> <p>So = total score of bid/proposal under consideration</p>				

No.	Evaluation process	Compliance			
		Yes	No	Noted	If no, indicate deviation
	<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>				
7.4	ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY				
7.4.1	Bids that score less than 50% 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.				
7.5	DETERMINATION OF PERCENTAGE FOR PRICE				
7.5.1	If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining bids.				
7.5.2	<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>Ps = percentage scored for price by bid/proposal under consideration</p> <p>Pmin = lowest acceptable bid/proposal</p> <p>Pt = price of bid/proposal under consideration</p> <p>Ap = percentage allocated for price</p>				
7.6	CALCULATION OF POINTS FOR FUNCTIONALITY AND				

No.	Evaluation process	Compliance			
		Yes	No	Noted	If no, indicate deviation
PRICE					
7.6.1	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.				
7.6.2	<p>The points scored out of 90 shall be calculated according to the following formula</p> <p>The 90/10 preference point system (above R500 000)</p> $P_s = 90(1 - \frac{H_s - R_s}{R_s})$ <p>where</p> <p>P_s = points scored for functionality and price of the bid/proposal under consideration</p> <p>H_s = highest percentage scored by any acceptable bidder for functionality and price</p> <p>R_s = percentage scored for functionality and price by bid/proposal under consideration.</p>				
7.7 AWARDING OF POINTS FOR PREFERENCES/GOALS					
7.7.1	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				
7.8 COMBINING FUNCTIONALITY, PRICE AND PREFERENCE POINTS					
7.8.1	The preference points for each bid will now be added to the price and functionality mark for that bid (see 7.6.2).				
7.8.2	The Bid Evaluation Committee may recommend that the contract be awarded to the bidder obtaining the highest aggregate mark as determined by 7.8.1 or to a lower scoring bid on justifiable grounds.				
7.9 PRESENTATIONS					
7.9.1	The NEF has decided to have compulsory presentations by bidders that passed the technical threshold score of 50%				
7.9.2	Presentations shall only affect the points awarded for functionality.				

No.	Evaluation process	Compliance			
		Yes	No	Noted	If no, indicate deviation
7.9.3	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.				
7.9.4	Presentations will be made to the full Tender Evaluation Committee.				
7.9.5	Points determined by the presentation will be awarded to each bidder by each member of the Tender Evaluation Committee and then an average calculated.				
7.9.6	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 7.8.1) or to a lower scoring bid on justifiable grounds.				
7.10	SITE VISITS				
7.10.1	The NEF reserves the right to conduct site visits at the premises of short listed bidders before finalizing the score for functionality.				
7.10.2	Functionality points will only be adjusted as a result of the site visit, if material discrepancies are discovered.				
7.11	ADJUDICATION OF BID				
7.11.1	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.				

8. EVALUATION CRITERIA (Example)

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

CRITERION	MAXIMUM PTS TO BE AWARDED
1. Functionality (50% of the available 90 points)	50
1.1.1 Understanding of the NEF strategy and business	
1.1.2 The project team: experience, expertise and skills	
1.1.3 Overall competence (credentials, industry experience, quality of service produced for the other clients, capacity to deliver, availability, tract record, references	
1.1.4 Accurate interpretation of the overall objectives	
1.1.5 Value add	
2. Price (40% of the available 90 points)	40
2.1.1 Competitiveness of quotation in terms of value	
2.1.2 Incidental costs to be included where possible	
2.1.3 Detailed Cost breakdown outlining the pricing structure	
TOTAL POINTS FOR PRICE AND FUNCTIONALITY (1+2)	90
3. Preference points	10
3.1.1 BBBEE	
TOTAL POINTS FOR ALL EVALUATION CRITERIA	100

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 will 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.

6 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

7 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
2.1	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).		
2.1.1	If so, furnish particulars		
2.2	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, www.treasuy.gov.za . 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		
2.2.1	If so, furnish particulars		
2.3	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?		
2.3.1	If so, furnish particulars		

2.4.	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?		
2.4.1	If so, furnish particulars		

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

1.1 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

1.2 Consortium/Joint Venture

1.2.1 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

- 1.3 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:
- 1.3.1 The information furnished is true and correct.
- 1.3.2 The equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 1.3.3 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.
- 1.3.4 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:

.....

.....

.....

8 Pricing Schedule

Please refer to Section 3 (Terms of Reference) Paragraph 6 for the scope of work

- Tenderer's are requested to complete the template below per phase, based on the requirements of the scope of work
- Please list activities/ items per phase and associated cost and estimated man days
- Disbursements, project management cost and consultation cost must be indicated per phase
- Please list assumptions made where applicable
- Tenderers can add additional rows if required
- Prices must be inclusive of VAT
- All costs related to this project are to be allowed for in the pricing schedule and in the prescribed format. Costs omitted from this schedule will not be entertained later.

ITEM / ACTIVITY	UNIT OF MEASURE	ESTIMATED MAN DAYS	PRICE (INCLUDING VAT)	ASSUMPTIONS
PHASE 1: PRE-REGISTRATION PHASE				
TOTAL FOR PHASE 1 (A)	R/Phase			
PHASE 2: REGISTRATION PHASE				
TOTAL FOR PHASE 2(B)	R/Phase			
PHASE 3: APPLICATION PHASE				

ITEM / ACTIVITY	UNIT OF MEASURE	ESTIMATED MAN DAYS	PRICE (INCLUDING VAT)	ASSUMPTIONS
TOTAL FOR PHASE 3 (C)	R/Phase			
PHASE 4: POST LAUNCH PHASE				
TOTAL FOR PHASE 4 (D)	R/Phase			
TOTAL FOR THE PROJECT (A+B+C+D)				

9 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.

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 “GCC” means the General Conditions of Contract.

- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding

- documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no

- mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be

- necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 duties and rights | 24.1 | When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him |
| 25. Force Majeure | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. |
| | 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. |
| 26. Termination for insolvency | 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser. |
| 27. Settlement of Disputes | 27.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. |
| | 27.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. |
| | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. |
| | 27.4 | Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. |
| | 27.5 | Notwithstanding any reference to mediation and/or court proceedings herein,
<ul style="list-style-type: none">(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and(b) the purchaser shall pay the supplier any monies due the supplier. |

28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

10 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)
 - Declaration of interest
 - Special Conditions of Contract
 - 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 fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:

Contract Form: Rendering of Services

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number dated for the rendering of services indicated hereunder and/or further specified in the 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:

11 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 6 PAGES – PLEASE COMPLETE ALL PAGES.

Name of Company	
------------------------	--

Postal Address	
-----------------------	--

Physical Address	
-------------------------	--

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

*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.

For office use			
Database reference		Master List number	

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 (tick 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)

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)
FINANCING DECISIONS					
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)
MANAGEMENT DECISIONS					
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)	
---	--

*** Contact person: (Sales person)**

Name		Telephone number	
------	--	------------------	--

Bank Details:

Only to be completed by successful tenderer

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)	

Initials and Surname (Bank official):

Signature (Bank official):

Telephone Number (Bank Official):

<p><u>Date stamp of bank</u> <u>Certified as correct</u></p>

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**