NATIONAL HOUSING FINANCE CORPORATION (NHFC)

Invitation to Bid

Bid Description: Appointment of a qualified service provider to conduct a comprehensive diagnostic assessment of its organisational culture, climate, employee engagement and change management practices, including any other related organisational issues that can be identified during the diagnostic phase of the process for the National Housing Finance Corporation SOC Limited (NHFC).

Tender Number: BM02/07/2026

NATIONAL HOUSING FINANCE CORPORATION SOC LTD.

Issued by:
NHFC 90 Grayston Drive 5th Floor, 90 Grayston Sandton

Full Name of Bidding/Tendering Entity:	__________________________________
Contact Person:	__________________________________
Tel Number:	__________________________________
Advert Date:	16 July 2026
Compulsory Briefing Session:	27 July 2026 at 11:00 (Via MS Teams) **Meeting ID: 387 287 485 064 978** **Passcode: 6vo9WZ6A**
Closing Date and Time:	14 August 2026 at 11:00 **(No late bids will be accepted)**
Bid enquiries:	**Tenders01@nhfc.co.za**
Bidder's Authorised Signatory:	
Initials and Surname:	________________________
Signature:	________________________

BID DOCUMENT CHECKLIST

The contents of the BID document must be as follows, and numbered as per the numbering below, with each schedule punched, placed in a file and separated from the next schedule with a file divider. Please complete the checklist below to verify your submission of the relevant documents:

Schedules	**Description**	**Submitted – Indicate YES or NO**
Annexure 1	Tax Compliance Status Pin	
Annexure 2	Copies of Company Registration Documents	
Annexure 3	Copy of Valid B-BBEE certificate or Sworn Affidavit.	
Annexure 4	Current Central Supplier Database Report Copy	
Annexure 5	SBD 1: Invitation to Bid	
Annexure 6	SDB 3.3: Pricing Schedule	
Annexure 7	SBD 4: Bidder's Disclosure	
Annexure 8	SBD 6.1: Preference Point Claim Form in Terms of Preferential Procurement Regulations 2017	
Annexure 9	SBD 7.2 Contract Form Rendering of Services	
Annexure 10	Resolution to Sign	
Annexure 11	Signed or Initialled General Conditions of Contract (GCC)	
Annexure 12	Identity Documents of Directors	
Annexure 13	One (1) original hard copy and a soft copy of the RFP (USB) must be submitted in a sealed envelope, appropriately addressed.	
Annexure 14	Protection of Personal Information Consent Form	
Annexure 15	Consent For Credit and World Checks (Form 1,2,3,4)	

TABLE OF CONTENTS

PART 1: TENDERING PROCEDURE

PART 2: RETURNABLE DOCUMENTS

PART 3: THE CONTRACT

1. OVERVIEW OF THE BIDDING PROCESS

The bidding process will be conducted through three (3) key phases:

a) **Phase 1: Administrative Requirements -** which involves completing and submitting certain documents/information which will be considered when evaluating the proposal.

b) **Phase 2: Functionality evaluation phase –** Functionality comprises the written response and presentation. Bidders will first be evaluated on the written response out of 85 points and must score a minimum of 60 points out of 85 to qualify for the presentation. The presentation forms part of Phase 2 and is evaluated out of 15 points. Bidders must achieve a combined minimum score of 75 points out of 100 for the written response and presentation to proceed to the Price and Preference Points evaluation.

c) **Phase 3: Evaluation based on Price and Preference Points -** Only bidders who achieve the minimum combined functionality threshold of 75 points out of 100 will proceed to Price and Preference Points evaluation in accordance with the Preferential Procurement Framework Act.

NB: All submissions (bid documents) must be in the name of the service provider.

2. TENDER CONDITIONS

- This bid is subject to the Preferential Procurement Policy Framework Act 2000, the general conditions of contract (GCC) and, if applicable, any other legislation or special conditions of contract.
- The lowest or any bid will not necessarily be accepted.
- NHFC reserves the right to reject the submitted proposal if deemed necessary. Should it be discovered by the NHFC that the bidder did not act in good faith and/or has declared incorrectly/falsely, NHFC reserves the right to disqualify or reject the bid.
- The NHFC reserves the right to disqualify a bid proposal if the bidders’ proposal is not compliant with the scope of work/terms of reference.
- The bidder is subjected to a due diligence process which includes, screening, vetting, and/or any best practice necessary for the NHFC to comply with legislation and its Policies and Procedures. Due diligence and PEP checks will also be conducted on the successful bidder.
- The NHFC reserves the right to disqualify a bid if the bidder fails to provide reasonable request (s) for documentation/information which the NHFC in its sole digression deems necessary within reasonable timelines, this includes the set deadline per request,
- Bid rigging/collusive behaviour by the bidder will result in disqualification. A bidder is not permitted to submit a proposal from more than one registered company with a common director/shareholder.

- The NHFC deems the Bidder has read and accepted the General Conditions of Contract.
- Bidders must submit the bid in a hard copy format. The soft copy of these original sets of bid documents serves as the legal bid contract document and the master record between the bidder and the NHFC.
- In the event of any discrepancy between the evaluation copies and the master (original Hard copy) record, the master record will supersede the soft copy. Any discrepancy between the original sets
- deposited to the NHFC and that kept by the bidder, the original set deposited with the NHFC is the master contract for both parties.
- The NHFC undertakes to pay out within 30 days from issuance of substantiated invoices issued in terms of this appointment (Payment schedule as defined in the service level agreement). No payment will be made on outstanding information not submitted by the service provider. Service provider must maintain an updated tax compliant status for the during of the contract.
- The cost of compiling a Proposal is and remains the prospective service provider's own cost and will not be paid for by NHFC.
- The successful bidder (s) will be required to sign a Service Level Agreement (SLA), in terms of which the service provider's performance will be measured and managed.
- NHFC has zero tolerance for reputational harm. The bidder hereby gives consent to the NHFC to conduct background checks on the bidding entity and any of its directors / partners / trustees / shareholders /members/employees. The NHFC reserves the right to consider the information arising from such background check as part of the tender evaluation process.
- The NHFC reserves the right to reject submitted proposal(s) if it discovers that the bidder (or its directors/members) has any serious adverse reports, whether confirmed by a court or not, such as:
    - Being cited as aiding and abetting state capture,
    - Involvement in fraud and / or corrupt activities;
    - Misrepresenting audit outcomes of an organisation;
    - Listed on the National Treasury restricted database;
    - Being under investigation or facing allegations that may result in criminal charges; or
    - Any report as a result of which the NHFC may suffer reputational harm in any way by doing business with the bidder.

SBD 1 INVITATION TO BID – PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NHFC SOC LTD.					
BID NUMBER:	BM02/07/2026	CLOSING DATE:	14 August 2026	CLOSING TIME:	11:00
DESCRIPTION	Appointment of a qualified service providers to conduct a comprehensive diagnostic assessment of its organisational culture, climate, employee engagement and change management practices, including any other related organisational issues that can be identified during the diagnostic phase of the process for the National Housing Finance Corporation SOC Limited (NHFC).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
5th Floor, 90 Grayston Drive, Sandton

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Khensani Zungu	CONTACT PERSON	
TELEPHONE NUMBER	060 994 2863	TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	tenders01@nhfc.co.za	E-MAIL ADDRESS	tenders01@nhfc.co.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED DATE AND TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………
(Proof of authority must be submitted e.g., company resolution)

DATE: …………………………………………...

TENDER CONDITIONS

1. DEFINITIONS

(a) The word "Bidder" in these conditions shall mean and include any firm of Contractors, Suppliers, Service Providers or any company or body incorporated or unincorporated.

(b) The word "Employer" in these conditions shall mean the NHFC.

2. PRICING SCHEDULE

a) SBD 3.3: Pricing Schedule is mandatory and must be submitted as part of the bid response. Bidders who fail to submit SBD 3.3 will be disqualified. Where a bidder does not complete the pricing schedule provided in SBD 3.3, the bidder must submit a separate pricing schedule that aligns with NHFC's requirements and must sign SBD 3.3 as an acknowledgement of the pricing requirements.

3. ADMINISTRATIVE COMPLIANCE REQUIREMENTS

a) Submission of the following Signed and Completed Standard Bid Documents (SBD) Forms
   - SBD 1: Bidders' Information
   - SBD 4: Bidders Disclosure
   - SBD 6.1: Preference Points Claim Form in terms of preferential procurement
   - SBD 7.2: Contract of Rendering of Services

b) Tax Compliance Status Pin (TCS Pin);

c) Copy of Valid B-BBEE Certificate/ Sworn Affidavit (B-BBEE certificate issued by a SANAS accredited agency and the Sworn Affidavit signed by a commissioner of oaths and deponents);

d) Proof of Company Registration;

e) Identity Documents for All Directors;

f) Current Copy of Central Supplier Database (CSD) Report;

g) Signed or initial General Conditions of Contract (GCC);

h) Protection of personal information Consent form

i) Consent For Credit and World Checks (form 1,2,3,4)

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NB: if the bidder failed to comply with any of the Administrative Compliance Requirements, or if the NHFC is unable to verify whether the Administrative Compliance Requirements are met, then the NHFC reserves the right to:

- The bid is accepted for evaluation on condition that the bidder submits, within seven (7) working days for the date of correspondence, all outstanding supplementary information required to achieve full compliance with the Administrative Compliance Requirements. The submitted information must be clear, concise, and directly address the specified criteria. Failure to submit the required information within the stipulated timeframe will result in the bid not being evaluated further.

All forms, annexures and addendums shall be signed and completed and returned with the Bid Document as a whole. The lowest Bid will not necessarily be accepted.

4. BID DOCUMENT

a) The bid document must be completed in all respects in non-erasable ink.

b) Bids must be submitted on original bid documents.

c) Bid documents must remain intact and no portion may be detached.

5. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of **120** days from the closing date as stipulated in the Bid document.

6. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or materials, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price but must be shown separately.

7. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation, or partnership, evidence must be submitted to the Employer at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

8. SUBMITTING OF BIDS

Bids must be submitted in sealed envelopes clearly marked ***Appointment Of Qualified Service Providers To Conduct A Comprehensive Diagnostic Assessment Of Its Organisational Culture, Climate, Employee Engagement And Change Management Practices, Including Any Other Related Organisational Issues That Can Be Identified During The Diagnostic Phase Of The Process For The National Housing Finance Corporation Soc Limited (NHFC).*** The Bid must be deposited in the bid box during normal office hours viz. 08:30 – 16:30 Mondays to Fridays at the below address:

90 Grayston Drive

5th Floor 90 Grayston Building

Sandton

9. CLOSING DATE AND TIME

The bid should be submitted to the above address no later than 11:00 a.m. on **14 August 2026**. No late bids will be accepted or considered.

10. BID ENQUIRIES

Please refer all enquiries to the below mentioned persons for assistance during normal office hours viz. 08:30 – 16:30 Mondays to Fridays.

Bidding Procedure Enquiries
Name: Khensani Zungu
Work Number: 060 994 2863
Email address: Tenders01@nhfc.co.za

11. JOINT VENTURE REQUIREMENTS

DEFINITION: - "**Joint Venture or Consortium**": means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.

Should a group of companies/firms and/or interested parties wish to enter into a joint venture/consortium agreement the following minimum requirements must be met: -

a) A properly signed copy of the joint venture/consortium agreement must be attached.
b) Each member of the joint venture/consortium must provide a Tax Clearance Certificate.
c) After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide a combined joint venture/consortium Tax Clearance Certificate.
d) After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide the details of the joint venture / consortium banking details.
e) A trust, consortium or joint venture will qualify for preference points as a legal entity, provided that the entity submits the required proof for claiming preference points.
f) A trust, consortium or joint venture will qualify for preference points as an unincorporated entity, provided that the entity submits the required proof for claiming preference points as if they were a group structure.

12. THE JOINT VENTURE/CONSORTIUM AGREEMENT MUST CONTAIN THE FOLLOWING:

a) Who the managing member will be?
b) Who the signatory of authority will be?
c) How the joint venture/consortium share of profit will be split.
d) The bank account details where payments will be deposited into.
e) The agreement must be signed by all parties.
f) The agreement must be certified by a Commissioner of Oaths.
g) The postal and physical address where all correspondence will be sent to.

TERMS OF REFERENCE

1. INTRODUCTION

The NHFC, is a public entity listed as a Schedule 3A of the Public Finance Management Act (PFMA) of 1999 (as amended). The entity was established by the National Department of Human Settlements (NDOHS) as a development finance institution (DFI) in 1996, with the mandate of broadening access to affordable housing for the low- and middle-income households. NHFC as a national public entity adheres to the regulatory framework of the Public Finance Management Act (PFMA) of 1999.

The NHFC operates largely as a wholesale funder providing funding in the affordable housing market through a network of clients that include social housing institutions, property developers and investors, contractors as well as non-banking financial retail intermediaries. In addition, it facilitates national implementation of a housing subsidy programme on behalf of the Department of Human Settlements which is focused on providing a subsidy for aspiring first time homeowners, known as the First Home Finance Programme. The entity also provides programme management services to augment capacity of provincial and local government in the implementation of various housing programmes. The company operates nationally mostly through intermediaries operating in the four (4) main financing channels, namely, the residential developer financing channel, the Social Housing institution /Other Delivery Agents (ODAs) financing channel, the contractor financing channel as well as the incremental housing intermediary financing channel. In addition to providing loans to its intermediary partners, the company also provides other forms of funding in the form of strategic investments such as equity and quasi equity to certain niche businesses in the affordable housing value chain.

2. BACKGROUND AND PURPOSE

The National Housing Finance Corporation (NHFC) invites proposals from capable and reputable service providers with deep subject-matter expertise and a demonstrated history of successful project delivery to conduct a comprehensive diagnostic assessment of its organisational culture, climate, employee engagement, and change management practices. The assessment should also identify any additional organisational challenges that may emerge during the diagnostic phase. This diagnostic must be undertaken within the context of the approved Turnaround Strategy, which seeks to enhance organisational performance, address low staff morale, and resolve broader organisational challenges identified in the Turnaround Strategic.

In 2018 the NHFC merged with the Rural Housing Loan Fund (RHLF) and the National Urban Reconstruction and Housing Agency (NURCHA). Each of the legacy entities brought with it distinct organisational cultures, including different values, beliefs, attitudes, systems, and behavioural norms that continue to influence employee behaviour. In 2019, the NHFC initiated a bottom-up process to develop new organisational values and a unified code of conduct for the merged entity. However, the embedding of this culture was not fully realised due to, among other factors, resistance to change and the prolonged period of remote working during the COVID-19 pandemic.

As a result, pockets of the legacy cultures remain within the organisation. This has been further compounded by the onboarding of over 60 new employees, contributing to inconsistencies in cultural alignment. Additionally, the appointment of a new Board in 2025 introduced renewed strategic direction through the Turnaround Strategy, which aims to improve organisational performance, address low staff morale, and establish the foundations for a high-performing, inclusive, and adaptive organisational culture.

The purpose of this diagnostic is to identify the root causes of the organisational challenges outlined in the Turnaround Strategy, provide actionable insights with clearly defined success indicators (such as employee engagement, trust, adaptability, and alignment), and recommend practical interventions to foster a high-performance, inclusive, and resilient organisational environment aligned with NHFC's strategic objectives.

3. SCOPE OF WORK

3.1. Overview and Purpose of the Assignment

The National Housing Finance Corporation SOC Limited (NHFC) intends to appoint a suitably qualified and experienced service provider to undertake a comprehensive organisational diagnostic assessment over a period of twelve (12) months. The purpose of this assignment is to evaluate and develop a deep, evidence-based understanding of the organisation's organisational climate, employee engagement, and change management practices, while also identifying and interrogating any additional organisational challenges that may emerge during the diagnostic process.

This diagnostic must be undertaken within the context of the approved NHFC Turnaround Strategy, ensuring that all findings, analyses, and recommendations are directly aligned to the strategic priorities, performance objectives, and organisational challenges identified in the strategy. Particular emphasis must be placed on understanding the underlying drivers of low staff morale, disengagement, and organisational performance constraints, and how these factors impact NHFC's ability to deliver on its mandate.

The assessment must further take into account NHFC's organisational evolution, including the integration of legacy entities, the impact of remote and hybrid working arrangements, and recent strategic shifts, in order to contextualise current organisational dynamics and change readiness.

3.2. Diagnostic Design and Methodological Approach

The service provider will be required to design and implement a robust, scientifically grounded diagnostic framework that integrates both qualitative and quantitative methodologies. The approach must be sufficiently rigorous to ensure credibility, while remaining flexible to explore emerging issues. In executing this component, the service provider will be expected to:

- Develop an integrated and adaptive diagnostic framework. The framework must comprehensively address organisational climate, employee engagement, and change management practices, while allowing for the identification of additional organisational issues. It should clearly demonstrate how data will be collected, analysed, and integrated to produce meaningful insights aligned with the approved Organisational Turnaround Strategy.
- Apply mixed-method data collection techniques. The methodology must include surveys, interviews, focus group discussions, and document reviews. These tools must be carefully designed to capture both measurable trends and deeper organisational insights, ensuring a balanced and holistic assessment.

- Incorporate triangulation to strengthen the validity of findings. Data collected from different sources must be cross validated to ensure that conclusions are accurate, credible, and reflective of the organisation's realities.
- Align the diagnostic approach with NHFC's context and strategic direction. The methodology must be tailored to NHFC's operating environment, including its transformation journey, performance challenges, and strategic objectives.

3.3. Organisational Review and Data Collection

The service provider will undertake a comprehensive organisational review supported by extensive data collection across all levels of the organisation. The data collection process must be rigorous, inclusive, and designed to generate both quantitative and qualitative insights. This will include:

- Administration of organisation-wide surveys. The service provider must design and implement structured surveys to assess organisational climate, employee engagement, and perceptions of change management practices. The surveys must be statistically sound, ensure anonymity, and enable segmentation of results across business units, levels, and demographic groups to identify trends and patterns.
- Conducting in-depth interviews. The service provider must conduct structured and semi-structured interviews with key stakeholders, including executive management, senior management, and selected employees. These interviews should provide deeper insight into leadership dynamics, strategic alignment, decision-making processes, and organisational challenges.
- Facilitation of focus group discussions. Focus groups must be conducted across different employee segments to explore themes emerging from surveys and interviews in greater depth. These sessions must create a safe and confidential environment that encourages open and honest feedback, particularly on sensitive issues such as culture, morale, and resistance to change.
- Review of organisational documentation and historical context. The service provider must analyse policies, procedures, governance frameworks, strategic documents, and prior assessments to understand both the intended organisational design and historical challenges. This review must specifically consider the post-merger integration of legacy entities and the extent to which a unified organisational culture has been embedded.
- Organisation-wide data collection and stakeholder engagement. Data must be collected from executive management, senior management, and employees across all divisions. The approach must ensure inclusivity and capture diverse perspectives across the organisation.
- Targeted inclusion of key employee segments. The diagnostic must deliberately engage:
  - Employees who are engaged and aligned with organisational goals
  - Employees experiencing low morale or disengagement
  - Individuals or groups demonstrating resistance to change

This ensures a balanced and representative understanding of organisational dynamics.

3.4. Assessment of Organisational Climate and Employee Engagement

The service provider will conduct a detailed assessment of organisational climate and employee engagement, with a strong focus on both employee perception and organisational impact. This will include:

- Evaluation of organisational climate. The assessment must examine how employees experience the workplace environment, including levels of trust, communication effectiveness, leadership visibility, and alignment with organisational values. It must also assess whether the environment enables or constrains performance.
- Assessment of employee engagement and morale. The service provider must identify key drivers of employee motivation, commitment, and productivity, as well as barriers contributing to disengagement, low morale, or underperformance.
- Linking engagement to performance outcomes. The analysis must demonstrate how employee engagement and climate influence organisational performance, including productivity, service delivery, and achievement of strategic objectives outlined in the Turnaround Strategy.

3.5. Assessment of Change Management Practices

A central component of the diagnostic will be the evaluation of NHFC's change management practices and transformation capability. The service provider will be required to:

- Assess the effectiveness of past and current change initiatives. This includes evaluating the extent to which previous change efforts were successfully implemented, embedded, and sustained, particularly in the context of post-merger integration and organisational transformation.
- Evaluate organisational readiness for change. The assessment must consider leadership alignment, employee buy-in, communication effectiveness, and organisational capacity to support change initiatives.
- Identify resistance to change and its root causes. The service provider must analyse both behavioural and systemic resistance, including cultural, structural, and leadership-related factors.
- Assess the impact of organisational evolution on change capability. This includes consideration of:
    - The merger of legacy entities and cultural integration challenges
    - The impact of remote and hybrid working environments post-COVID-19
    - Recent strategic direction introduced by the Board

3.6. Identification of Emerging Organisational Issues

In addition to the defined focus areas, the service provider must ensure that the diagnostic process remains responsive to emerging issues. This will include:

- Identification of systemic and structural challenges. Including inefficiencies in processes, misalignment between strategy and execution, and gaps in organisational design.
- Assessment of leadership and governance dynamics. Identifying any leadership, decision-making, or accountability issues impacting organisational effectiveness.
- Exploration of additional performance constraints. Any other factors uncovered during the diagnostic that may impact organisational climate, engagement, or change effectiveness must be analysed and reported.

3.7. Diagnostic Analysis and Root Cause Identification

The service provider will conduct a rigorous and integrated analysis of all findings. This will include:

- Development of a cohesive, evidence-based diagnostic narrative. Integrating all data sources into a comprehensive understanding of organisational dynamics.
- Detailed root cause analysis. Moving beyond symptoms to identify underlying drivers of organisational challenges, particularly those related to low morale, disengagement, and performance constraints.
- Identification of risks, gaps, and opportunities. Clearly highlighting areas requiring intervention as well as opportunities for organisational improvement.

3.8. Stakeholder Validation and Engagement

The service provider will facilitate structured engagements to validate findings and build organisational alignment. This will include:

- Facilitation of feedback workshops and presentations. Presenting findings to executive management, senior management, and employees in a clear and accessible manner.
- Validation of findings through stakeholder input. Ensuring that findings are refined and strengthened through engagement.
- Promotion of transparency and shared understanding. Encouraging open dialogue and ownership of the outcomes.

3.9. Co-Creation of Interventions and Solutions

The service provider will facilitate the development of targeted, evidence-based interventions. This will include:

- Collaborative development of solutions. Interventions must be co-created with stakeholders to ensure relevance, practicality, and organisational buy-in.
- Direct alignment to diagnostic findings and strategy. All interventions must address identified issues related to organisational climate, employee engagement, and change management, and align with the Turnaround Strategy.
- Focus on sustainable organisational improvement. Solutions must be implementable, measurable, and capable of delivering long-term impact.

3.10. Implementation Plan

The contract in respect of this assignment will be concluded between the NHFC and the appointed service provider for a period of twelve (12) months. During this period, the service provider will be required to complete the full organisational diagnostic assessment, including the design and implementation of the diagnostic methodology, data collection, analysis, stakeholder engagement, validation of findings, and the development of evidence-based recommendations and interventions. In addition, the service provider will be required to develop a comprehensive implementation roadmap informed by the diagnostic outcomes. This roadmap must extend beyond the contract period and cover a horizon of up to twenty-four (24) months, outlining how the recommended interventions will be implemented, monitored, and sustained over time.

3.10.1. Contract Duration and Scope

- The contract for this assignment will be concluded between the NHFC and the appointed service provider for a period of twelve (12) months.

- The implementation period will cover the execution of the full organisational diagnostic and the initial rollout of prioritised interventions.
- Activities undertaken during the contract period will be structured to ensure alignment with NHFC's strategic objectives and change priorities.

3.10.2. Execution of the Organisational Diagnostic

- Design and implementation of a robust organisational diagnostic methodology.
- Collection of qualitative and quantitative data across the organisation, including:
  - Document reviews.
  - Interviews and surveys.
  - Workshops and stakeholder engagements.
- Comprehensive analysis of findings to identify systemic challenges, root causes, and improvement opportunities.
- Validation of diagnostic findings through stakeholder engagement and feedback sessions.
- Development of evidence-based recommendations aligned to organisational needs, capacity, and strategic direction.

3.10.3. Development of the Implementation Roadmap

- Translation of diagnostic recommendations into a structured implementation plan.
  - Development of a comprehensive Implementation Roadmap, supported by a detailed Gantt chart, to guide execution during and beyond the contract period.
- Extension of the roadmap beyond the initial twelve (12) months to a horizon of up to twenty-four (24) month to ensure sustainability and long-term impact.

3.10.4. Prioritisation and Sequencing of Interventions

- Identification and prioritisation of recommended interventions based on impact, urgency, and organisational readiness.
- Clear sequencing of activities over the twelve-month contract period.
- Categorisation of actions into:
  - Short-term interventions (quick wins).
  - Medium-term initiatives.
  - Long-term transformation actions extending beyond the contract period.
- Alignment of interventions to NHFC's strategic objectives and operational realities.

3.11. Roles, Responsibilities, and Accountability

- Clear definition of implementation roles at executive, senior management, and operational levels.
- Assignment of ownership for each intervention to specific individuals or structures.
- Establishment of accountability mechanisms to support effective decision-making and oversight.

- Clarification of governance structures and reporting lines to ensure coordinated implementation.

3.12. Monitoring and Evaluation Mechanisms

- Development of monitoring and evaluation frameworks aligned to the Implementation Roadmap.
- Definition of key performance indicators (KPIs) and success metrics for each intervention.
- Establishment of progress-tracking tools and reporting mechanisms.
- Regular performance reviews to assess effectiveness, identify risks, and recommend corrective actions where required.

3.13. Capacity Building and Skills Transfer

The service provider will be required to implement a structured and practical capacity building and skills transfer approach to ensure that NHFC is able to independently manage, monitor, and sustain the implementation of recommended interventions beyond the twelve (12) month contract period and throughout the full twenty-four (24) month implementation horizon. The capacity building approach must be directly linked to the implementation roadmap and monitoring framework, and must focus on strengthening internal ownership, accountability, and change capability.

3.13.1. Leadership Coaching and Stakeholder Support

The service provider must provide targeted coaching and advisory support to NHFC leadership and key stakeholders to enable effective sponsorship and oversight of implementation activities throughout the 24 months period. This will include:

- Coaching and advisory support for executive management and senior management to enable effective leadership of implementation and transformation initiatives.
- Strengthening leadership capability to drive prioritised interventions, manage implementation risks, and sustain momentum beyond the contract period.
- Supporting leaders to manage resistance to change, embed new practices, reinforce accountability, and oversee progress against implementation milestones.
- Enabling leaders to effectively use monitoring and reporting tools to track progress and take corrective action where required.

3.13.2. Development of Internal Change Management Capability

The service provider must build NHFC's internal capability to manage and sustain implementation activities over the medium to long term. This will include:

- Developing NHFC's internal capacity to manage and coordinate organisational change and implementation initiatives beyond the service provider's engagement.
- Introduction and transfer of practical change management and implementation tools, frameworks, and methodologies aligned to the implementation roadmap.
- Empowerment of designated internal champions and change agents to support implementation, monitoring, and stakeholder engagement across the organisation.

- Enabling internal teams to manage dependencies, sequencing, and risks associated with medium- and long-term interventions.

3.14. Structured Skills Transfer and Sustainability

The service provider must ensure a structured and deliberate transfer of knowledge, tools, and methodologies to enable NHFC to independently monitor and sustain implementation over the full twenty-four (24) month horizon. This will include:

- Structured transfer of implementation tools, templates, frameworks, and monitoring mechanisms to nominated NHFC personnel.
- Embedding of implementation, monitoring, and reporting practices within NHFC's existing governance structures, systems, and processes.
- Enabling NHFC internal teams to track progress against the 24-month implementation roadmap, assess performance against defined milestones, and identify risks and corrective actions.
- Ensuring that NHFC is capacitated to continue implementation, monitoring, reporting, and refinement of interventions beyond the contract period without reliance on the service provider.

3.15. Reporting and Final Outputs

The service provider will maintain effective reporting and governance throughout the project. This will include:

- Regular progress reporting. Providing updates on progress, key insights, risks, and mitigation strategies.
- Comprehensive final diagnostic report. Delivering a detailed report covering:
  - Organisational climate
  - Employee engagement
  - Change management practices
  - Additional organisational issues identified
  - Root cause analysis
  - Evidence-based recommendations
- Presentation to governance structures. Presenting findings and recommendations to executive management and Board-level structures.

4. TERMS OF APPOINTMENT

The contract in respect of this assignment will be concluded between the NHFC and the appointed service provider for a period of twelve (12) months.

5. EVALUATION CRITERIA

Evaluation of bids received will be conducted in three (03ProviderDiagnostic-Led) phases as follows:

Phase 1 – Administrative Compliance Requirements: Bidders will be evaluated according to section 3 on page 8 of this document, and Bidders that fail to meet the administrative requirements of the bid will not be evaluated further.

Phase 2: Functionality Evaluation - Functionality comprises the written response and presentation. Bidders will first be evaluated on the written response out of 85 points. Only bidders who achieve a minimum score of 60 points out of 85 for the written response will qualify and be invited to participate in the presentation component of Phase 2.

The presentation forms part of the functionality evaluation under Phase 2 and will be evaluated out of 15 points. The presentation will assess the bidder's practical understanding of the methodology submitted in the written proposal, ability to demonstrate implementation within the NHFC environment, approach to risks, governance, timelines and stakeholder management, and ability to respond to clarification questions. The presentation must be based on the methodology submitted in the written proposal and may not introduce a materially different approach.

Phase 3: **Evaluation based on Price and Preference Points -** Bidders must achieve a combined minimum score of 75 points out of 100 for the written response and presentation under Phase 2 to proceed to Price and Preference Points evaluation in accordance with the Preferential Procurement Framework Act.

<table>
<tr><th>Criteria</th><th>Sub-category</th><th>Points</th></tr>
<tr><td colspan="2">Section 1: Experience and Expertise of Key Personnel

The team members to execute this project must have academic qualifications in appropriate disciplines, as stated below and relevant experience in conducting organisational diagnostics projects in public and private sector entities
NB:
• CVs must include clear start and end dates, roles performed, and the scope of work undertaken
• The information provided must adequately substantiate the number of years of experience claimed
• The proposed personnel CVs and their respective roles in the project must be clearly stated. Failure to do so will result in a score of zero. Only the CVs required below will be scored, any CVs submitted beyond this limit will not be evaluated or scored.
• The Roles of all the Key Personnel, as listed below, need to be clearly identified. Failure to do so, this section will not be scored and will be allocated a score of zero

<table>
<tr><th>Resource</th><th>Name</th><th>CV attached with qualifications (Y/N)</th></tr>
<tr><td>Lead Research Specialist</td><td></td><td></td></tr>
<tr><td>Change Management Specialist</td><td></td><td></td></tr>
</table>
</td><td>27 Points</td></tr>
<tr><td colspan="2">Section 1.1: Lead Research Specialist</td><td>17 Points</td></tr>
<tr><td><u>Qualification</u>
A Minimum of a Master's degree (NQF Level 9) or equivalent or higher in a relevant field such as:
• Organisational and Industrial Psychology
• Human Resource Management
• Business Administration

<table>
<tr><th>Qualification</th><th>Points</th></tr>
<tr><td>Master's Degree (NQF Level 9)</td><td>3 Points</td></tr>
</table>
</td><td>5 Points</td><td></td></tr>
</table>

PhD (NQF Level 10) or Equivalent	5 Points		
Lead Research Specialist Experience The CV should demonstrate relevant experience in leading and delivering organisational diagnostic projects: • A minimum of four (4) years' relevant experience is required. Experience may be obtained from either the public or private sector. • Failure to demonstrate the minimum required four (4) years' experience in the implementation of the required services will result in a score of zero, and Section 1.1 will not be scored further.		**12 Points**	

Years of Experience	Points
10 Years and Above	12 Points
7 – 9 Years	8 Points
4 – 6 Years	4 Points
0 – 3 Years or no relevant experience	0 Points

Section 1.2: Change Management Specialist		**10 Points**
Qualifications A minimum of an Honours degree (NQF Level 8) or equivalent or higher in a relevant field such as: • Organisational Development • Human Resource Management • Industrial and Organisational Psychology • Business Administration	**4 Points**	

Qualification	Points
Honours Degree (NQF Level 8)	2 Points
Masters' Degree (NQF Level 9) or Higher	4 Points

Change Management Specialist Experience The CV should demonstrate experience in implementing change management interventions arising from diagnostic or organisational transformation projects: • A minimum of Two (2) years' relevant experience is required. Experience may be obtained from either the public or private sector. • Failure to demonstrate the minimum required two (2) years' experience in the implementation of the required services will result in a score of zero, and Section 1.2 will not be scored further.	**6 Points**	

Years of Experience	Points
8 Years and Above	6 Points
5 – 7 Years	4 Points
2 – 4 Years	2 Point
0 – 1 Years or no relevant experience	0 Points

Section 2: Company Reference letters — **20 Points**

The Service Provider **MUST** provide four (4) reference letters in the company's name from clients, confirming the successful delivery of projects related to organisational diagnostics or organisational climate assessment or employee engagement and/or change management projects.

These references **MUST** specifically relate to projects where such services were implemented. The reference letters provided by the Service Provider's clients must include the following details:

- Company Name
- Company Letterhead
- Contact Person and contact details
- Clear description of the services rendered, specifically indicating work related to organisational diagnostics, employee engagement, organisational climate, and/or change management
- The reference letters must not be older than ten (10) years (from July 2016)
- The letter must be signed by the referee

Criteria	Points
Reference Letter organisational diagnostics, organisational climate assessments, employee engagement, and/or change management projects	5 Points Each

NB!! The NHFC reserves the right to verify the reference letters provided. No response by the referee within 7 working days from the date of request of confirmation by the NHFC, will deem the reference letter invalid.

Section 3: Approach and Methodology — **25 Points**

Criteria	Weight	Comprehensive	Good	Basic	Poor / Non-Compliant
1. Organisational Diagnostic Design & Methodological Approach (Sections 3.1 & 3.2)	**6**	Presents a comprehensive, scientifically grounded diagnostic methodology fully aligned to the NHFC scope. Demonstrates integration of organisational climate, employee engagement, change management, emerging issues, qualitative and quantitative methods,	Addresses most required components and demonstrates reasonable alignment, but lacks depth in methodological integration, triangulation, or contextual adaptation.	Provides a generic or high-level approach with limited alignment to the scope and insufficient methodological detail.	No credible methodology or significant non-compliance with requirements.

		triangulation, analytical rigour, and tailoring to NHFC's context.			
		5–6 Points	3–4 Points	1–2 Points	0 Points
2. Data Collection, Stakeholder Engagement & Validation Approach (Sections 3.3 & 3.8)	**5**	Clearly outlines a robust mixed-method approach including surveys, interviews, focus groups, document reviews, stakeholder validation workshops, presentations, confidentiality measures, segmentation, and broad stakeholder participation across NHFC.	Covers most engagement and validation requirements but lacks detail on inclusivity, segmentation, confidentiality, or stakeholder feedback processes.	Provides a basic stakeholder engagement approach with limited validation activities or organisational coverage.	No credible engagement or validation methodology provided.
		5 Points	3–4 Points	1–2 Points	0 Points
3. Organisational Climate, Employee Engagement & Cultural Assessment (Section 3.4)	**5**	Demonstrates a comprehensive approach to assessing organisational climate, engagement, morale, trust, communication, leadership visibility, values alignment, employee experience, and performance impact, with clear translation of findings into actionable organisational insights.	Adequately addresses climate and engagement factors but lacks sufficient analytical depth or performance linkage.	Provides a limited or generic discussion with minimal insight into employee experience or organisational culture.	Fails to adequately address organisational climate and employee engagement.
		5 Points	3–4 Points	1–2 Points	0 Points
4. Change Management & Organisational Readiness Assessment (Section 3.5)	**5**	Presents a comprehensive framework for assessing change readiness, leadership alignment, communication effectiveness,	Covers key change management and readiness elements but lacks contextual depth or practical application.	Provides a generic assessment approach with limited consideration of readiness, resistance, or organisational	Does not adequately address change management or readiness assessment.

		employee buy-in, resistance factors, and NHFC-specific organisational changes, including merger history and hybrid work environment.		context.	
		5 Points	3–4 Points	1–2 Points	0 Points
5. Identification of Emerging Issues, Root Cause Analysis & Recommendations (Sections 3.6 & 3.7)	**4**	Demonstrates a structured approach to identifying systemic, leadership, governance, cultural, and operational issues, supported by robust root cause analysis and practical recommendations addressing underlying drivers.	Identifies key issues and includes some root cause analysis, but lacks depth or analytical structure.	Provides limited identification of issues with weak or largely descriptive root cause analysis.	Fails to identify relevant issues or conduct meaningful root cause analysis.
		4 Points	3 Points	1 – 2 Points	0 Points

Section 4: Implementation Approach & Skills Transfer Evaluation	**13 Points**

Criteria	Weight	Comprehensive	Good	Basic	Poor / Non-Compliant
Implementation Approach & 24-Month Execution Plan (Refer to Sections 3.10, 3.10.3 & 3.10.4 above)	**7**	Comprehensive response presents a clear, practical, and well-structured implementation approach showing how diagnostic findings and recommendations will be translated into executable interventions during the 12-month contract period and sustained through a phased 24-month roadmap. It must demonstrate prioritisation of interventions, logical sequencing across short-, medium-, and long-term horizons, alignment to organisational needs	Good response provides a workable implementation approach and 24-month roadmap, but lacks sufficient depth in sequencing, prioritisation, sustainability, or practical execution detail.	Basic response provides a generic or high-level implementation plan with limited practical detail, weak sequencing, or insufficient focus on the 24-month execution horizon.	Poor / Non-Compliant response does not provide a credible implementation approach or fails to present a clear 24-month execution plan.

		and capacity, and a credible approach for sustaining momentum beyond the contract period. The response must also include a detailed Gantt chart showing activities, timelines, milestones, sequencing, and dependencies for implementation.			
		6 – 7 Points	**4 – 5 Points**	**1 – 3 Points**	**0 Points**
Governance, Accountability & Monitoring Approach (Refer to Sections 3.11 & 3.12 above)	**3**	Comprehensive response clearly defines governance structures, reporting lines, roles and responsibilities, accountability mechanisms, and monitoring processes for implementation. It must show how progress, risks, dependencies, and corrective actions will be tracked and managed during the contract period and beyond.	Good response addresses governance and monitoring adequately, but lacks sufficient clarity on accountability, reporting structures, risk tracking, or corrective mechanisms.	Basic response makes only limited reference to governance or monitoring and provides minimal operational detail.	Poor / Non-Compliant response does not address governance, accountability, or monitoring in a meaningful way.
		3 Points	**2 Points**	**1 Point**	**0 Points**
Skills Transfer, Capacity Building & Sustainability for 24-Month Monitoring (Refer to Sections 3.13 & 3.14 above)	**3**	Comprehensive response presents a structured and practical skills transfer and capacity-building approach that equips NHFC to independently manage, monitor, and sustain implementation over the full 24-month period. It must include the transfer of tools, templates, frameworks, reporting methods, and as-is documentation; coaching or support to key stakeholders; and the capacitation of internal owners,	Good response includes skills transfer and capacity-building elements, but provides limited detail on sustainability, internal ownership, or long-term monitoring capability.	Basic response refers to skills transfer in general terms, but lacks a clear, structured, or sustainable capacity-building approach.	Poor / Non-Compliant response does not provide a credible skills transfer or capacity-building approach.

		champions, or change agents to embed and sustain the work beyond the service provider's involvement.			
		3 Points	**2 Points**	**1 Point**	**0 Points**

TOTAL	**85 Points**
Minimum Threshold	**60 Points**

Criteria	Weight	Comprehensive	Good	Basic	Poor / Non-Compliant
Methodology and Approach	**4 Points**	Presentation clearly demonstrates a practical and well-structured methodology aligned to the scope of work, including data collection, stakeholder engagement, diagnostic analysis, and root cause identification.	Presentation addresses the methodology adequately, but lacks sufficient depth, structure, or clarity in some areas.	Presentation provides a generic or high-level methodology with limited detail.	Presentation does not demonstrate a credible methodology aligned to the scope of work.
		4 Points	**3 Points**	**1 - 2 Points**	**0 Points**
Implementation Plan	**6 Points**	Presentation clearly demonstrates how findings will be translated into a practical implementation plan, supported by a 24-month roadmap and detailed Gantt chart. It clearly addresses sequencing, milestones, responsibilities, monitoring, and sustainability.	Presentation demonstrates a workable implementation plan, but lacks detail in some areas such as sequencing, milestones, Gantt chart, or monitoring.	Presentation provides a high-level implementation discussion with limited practical detail.	Presentation does not provide a credible implementation plan.
		5 - 6 Points	**3 - 4 Points**	**1 Points**	**0 Points**
Skills Transfer and Sustainability	**5 Points**	Presentation clearly demonstrates a structured skills transfer plan, including transfer of tools, templates, reporting methods, as-is documentation, and internal capacity building to enable NHFC to sustain implementation and monitoring beyond	Presentation includes skills transfer elements, but lacks enough detail on sustainability, internal capacity, or documentation.	Presentation refers to skills transfer in general terms with limited practical detail.	Presentation does not demonstrate a credible skills transfer and sustainability approach.

		the contract period.			
		5 - 6 Points	**3 - 4 Points**	**1 Points**	**0 Points**

Presentation Total	**15 points**
Minimum combined threshold for written response and presentation	**75 Points**
Combined Total	**100 points**

Phase 3 – Price and Preference Evaluation

Bidders who achieve the minimum combined threshold of 75 points out of 100 under functionality phase 2 will be further evaluated in terms of Price and Preference Points. As per the table below, price is evaluated over 80 points and preference points over 20:

1	**Price**		**80 points**
2	**Specific Goals**		**20 points**
#	**Specific Goal**	**Proof**	**Points Allocation**
1	South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (Minimum >50% ownership or more)	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number)	**7**
2	Woman Ownership >50%	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number)	**8**
3	Disabled Ownership >50%	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • Certified medical certificate from a registered medical practitioner	**1**
4	Military veteran Ownership >50%	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • A verifiable letter from an authorised body/entity certifying the military status of the claimant (bidder).	**1**
5	Youth Ownership >50%	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration	**3**

		number (MAAA number)	

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER……………………………………………………BID NO: BM02/07/2026
CLOSING TIME 11:00 CLOSING DATE**:** 14 August 2026

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

BIDDERS MUST PROVIDE THEIR PRICING BREAKDOWN FOR THE DURATION OF THE CONTRACT.

ITEM DESCRIPTION BID PRICE IN RSA CURRENCY
NO**(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses, inclusive of all applicable taxes for the project. R………..…………………………………………………...

Item No.	Description of services	Total Cost (Excluding VAT)
1	Diagnostic Design & Strategic Alignment	
2	Data Collection and Stakeholder Engagement Plan	
3	Assessment Depth (Climate, engagement, change management and emerging issues)	
4	Validation co-creation and reporting outputs	
5	Implementation approach	
Total amount (excluding VAT)		
Total amount (including VAT) if applicable		

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:
………………………………………………………………………………………
………………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
…………………………………………………………………………….
…………………………………………………………………………….

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

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… ..……………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

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

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	**Supporting evidence for meeting preferential procurement targets (bidder to provider the below supporting evidence to claim allocated points for each specific goal)**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (Minimum >50% ownership or more)	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number)	**7**	
Woman Ownership >50%	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number)	**8**	
Disabled Ownership >50%	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • Certified medical certificate from a registered medical practitioner	**1**	
Military veteran Ownership >50%	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s	**1**	

The specific goals allocated points in terms of this tender	Supporting evidence for meeting preferential procurement targets (bidder to provider the below supporting evidence to claim allocated points for each specific goal)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	• CSD report/ CSD registration number (MAAA number) • A verifiable letter from an authorised body/entity certifying the military status of the claimant (bidder).		
Youth Ownership >50%	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number)	**3**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……………………………………………………………………

4.4. Company registration number:…………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One-person business/sole propriety
- □ Close corporation
- □ Public Company
- □ Personal Liability Company
- □ (Pty) Limited
- □ Non-Profit Company
- □ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

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

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)

I hereby undertake to render services described in the attached bidding documents to NHFC in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number ……………………… at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the vp0 date of the bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz
Invitation to bid;
Tax clearance certificate;
Pricing schedule(s);
Filled in task directive/proposal;
Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
Declaration of interest;
Declaration of bidder's past SCM practices;
Certificate of Independent Bid Determination;
Special Conditions of Contract;
General Conditions of Contract; and

Other (specify)

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.

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.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)	…………………………….
CAPACITY	…………………………….
SIGNATURE	…………………………….
NAME OF FIRM	…………………………….
DATE	……………………………

WITNESSES
1 ………………………………
2 ………………………………
DATE:………………………

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I……………………………in my capacity as…………………...………………………………..accept your bid under reference number ………………………………. dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTIO N AND CONTENT (if applicable)

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

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

NAME (PRINT) ………………………………………….

SIGNATURE …………………………………………

OFFICIAL STAMP

WITNESSES

1 ….……………………………

2 …..…………………………
….

CONSENT FORMS

Please ensure that Form 1, Form 2; Form 3and Form 4 are fully completed.

FORM 1- CONSENT FOR CREDIT AND WORLD CHECKS

Consent for Credit and World Checks Form

I (Name)

Surname

ID

Company you are representing

With
CIPC number

Hereby voluntarily provide consent for a credit and world checks to be carried out on me or the company I represent.

I accept that such checks do not infringe any of my fundamental rights and I accept that the checks are part of the application process in terms of the NHFC policies.

Signed	

Dated	D	D	M	M	2	0	2	6

FORM 2- POLITICAL PARTY FUNDING DECLARATION FORM

Political Party Funding Declaration Form

The Political Party Funding Act 6 of 2018 introduces a strict regulatory framework for the private funding of political parties. This includes setting limits for the source, size and use of donated funds by political parties.

Having read and understood the requirements of the above legislation I confirm that:

I comply with the requirements of Political Party Funding Act 6 of 2018

Yes	No

Name (in blocks): ____

Signature ____

FORM 3- PEP SELF CERTIFICATION FORM

Politically Exposed Person (PEP) Self-Certification Form

NHFC is obliged to establish an appropriate risk management system when establishing a business relationship or conducting transactions, including risk assessment procedures to determine whether a party, legal representative, proxy or real owner of a party is politically exposed person.

In accordance with South African Anti-Money Laundering (AML) legislation NHFC has an obligation to undertake Enhanced Due Diligence (EDD) on those clients who are classified as a Politically Exposed Person (PEP).

Please read the definition below carefully, select the relevant box, confirming you are/are not a PEP, sign the declaration at the bottom of the form and return this Form to our offices. It is your obligation to inform us of a change to your status as a PEP or Non PEP should it change at any time in the future.

The Financial Intelligence Centre Act 1 of 2017 (FICA) *defines a PEP as a person who holds, A politically exposed person or PEP is the term used for an individual who is or has in the past been entrusted with prominent public functions in a particular country. The principles issued by the Wolfsberg Group of leading international financial institutions give an indication of best banking practice guidance on these issues. These principles are applicable to both domestic and international PEPs.*

The following examples serve as aids in defining PEPs:

- Heads of State, Heads of Government and cabinet ministers;
- Influential functionaries in nationalised industries and government administration;
- Senior judges;
- Senior political party functionaries;
- Senior and/or influential officials, functionaries and military leaders and people with similar functions in international or supranational organisations;
- Members of ruling or royal families;
- Senior and/or influential representatives of religious organisations (if these functions are connected to political, judicial, military or administrative responsibilities).
- Families of PEPs.
  - The term "families" includes close family members such as spouses, children, parents and siblings and may also include other blood relatives and relatives by marriage;
- Closely associated persons.
  The category of "closely associated persons" includes close business colleagues and personal advisers/consultants to the PEP as well as persons, who obviously benefit significantly from being close to such a person.

Having read and understood the above definition I confirm that: (select only one of the following options)

I am not a Politically Exposed Person (PEP) as defined above (DEFAULT)

☐

I am a Politically Exposed Person (PEP) as defined above

☐

Name (in blocks): ____

Signature ____

FORM 4: PEP ULTIMATE BENEFICIARY OWNER FORM

Politically Exposed Person (PEP) **Ultimate Beneficiary Owner Form**

The law on the prevention of money laundering and the financing of terrorism requires banks to fulfil a number of client identification obligations. One such obligation consists in identifying the Ultimate Beneficial Owners (UBO) of their clients.

Within the meaning of the law, the Ultimate Beneficial Owners of a legal entity are the private individuals who directly or indirectly hold or control a stake of at least 25% in the capital or of at least 25% of the voting rights of the company, or who undertake the de jure or de facto management of the legal entity.

a) ____certifies, that on ____/ ____/ ______, the Shareholder Ultimate Beneficial Owners are the following private individuals who hold or control at least 25% in the capital or at least 25% of the voting rights in the company.

Please remember to enclose a copy of the identity document of each Shareholder or Decision-Making Ultimate Beneficial Owner and to validly sign behind your name above this text.

Surname and First Name	Address	% of shares	Position (in the company, where appropriate)	Tick as appropriate
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No

1. PROTECTION OF PERSONAL INFORMATION

1.1. The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 ("POPIA") and all other applicable data protection laws and, without limitation to the aforegoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.

1.2. The Service Provider must only process personal information of the NHFC and third parties on behalf of the NHFC, with the NHFC's knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider's duties. The Service Provider must comply with the responsible party's obligations in clause section 19 of POPIA.

1.3. Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by the NHFC for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by the NHFC or on behalf of the NHFC for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:

1.3.1. process such Personal Information only for purposes of performing its/their obligations under this Agreement and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the NHFC or as required by law or any regulatory authority, and shall take all such steps as may be necessary to protect and safeguard such Personal Information;

1.3.2. without prejudice to the generality of the foregoing, ensure that appropriate ,reasonable technical and organisational measures shall be taken by it/them to prevent

1.3.2.1. the unauthorised or unlawful processing of such Personal Information; and

1.3.2.2. the accidental loss or destruction of, or damage to, such Personal Information; and

1.3.2.3. promptly notify the NHFC when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.

1.4. Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.

1.5. The Service Provider must notify the NHFC immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the NHFC, at its own cost:

1.5.1. with any investigation or notice to the Regulator or data subjects that the NHFC may Make in relation to a Data Breach; and

1.5.2. in responding to any directions by the Regulator to publicise the Data Breach, including assisting the NHFC to make public announcements if required.

1.5.3 The Service Provider indemnifies the NHFC against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider's breach of this clause.

2. POPIA CONSENT

2.1. The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:

2.1.1. The information is voluntarily supplied, without undue influence from any party; and
2.1.2. The information is necessary for the purposes of the engagement with NHFC.

2.2. The tenderer acknowledges that he /she is aware of his/her right to:

2.2.1. Access the information at any reasonable time for the purposes of rectification thereof;
2.2.2. Object to the processing of the information;
2.2.3. Lodge a complaint with the Information Regulator.

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT WE CONSENT TO THE ABOVE AS PER REQUIREMENTS OF THE PROTECTION OF PERSONAL INFORMATION ACT.

………………………….	………………………….
Signature	Date
………………………….	………………………….
Position	Name of Bid

RESOLUTION TO SIGN

Signatory for companies shall confirm their authority thereto by either signing the below or attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

By resolution of the board of directors passed at a meeting held on ....

Mr/Mrs....................................... , whose signature appears below, has been duly authorised

to sign all documents in connection with the Bid for Contract No. .... and any Contract that may arise there from on behalf of (name of Bidder in block capitals) ....

....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:...

DATE: ....

SIGNATURE OF SIGNATORY:...

WITNESSES: 1. ....

2. ....

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

General Conditions of Contract

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 anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti- dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or 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.

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

The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive Practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

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