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Finance and Procurement Department Supply Chain Management

Request for Bids (RFB)

APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO PROVIDE MENTORSHIP, CONSULTING, TECHNICAL, AND BUSINESS SUPPORT SERVICES FOR SMALL ENTERPRISE DEVELOPMENT AND FINANCE AGENCY (SEDFA) FOR A PERIOD OF THREE (03) YEARS.

Bid Information

Bid Number	RFB 04-2026/2027
Bid Issued Date	11 August 2026
Bid Submission Date	02 September 2026 @ 11:00 AM
Bid Description	Appointment of panel of service providers to provide mentorship, consulting, technical, and business support services for small enterprise development and finance agency (SEDFA) for a period of three (03) years.
Bid Submission Address	SEDFA Head Office -Centurion Bylsbridge Office Park Building 14, Block D 11 Byls Bridge Boulevard Cnr Jean Avenue & Olievenhoutbosch Centurion 0157
Bid Validity Period from Date of Publication	120 days
Bid Compulsory Briefing Session Date	N/A
Address for Compulsory Briefing Session	N/A
Bid Contact Person	Sebotse Mokgabudi/Matladi Nete
Evaluation Method: Points System	80/20
Deadline for Responding to Clarifications for this bid	21 August 2026 @ 11:00 am

Small Enterprise Development and Finance Agency (SOC) LTD • Registration Number 2024/614733/30 • NCR Number 20821

Board Members: Mr PL Makape (Interim Chairperson) • Mr KT Bonakele • Mr W Carrim • Ms X Daku • Ms NP Lubisi • Ms N Makanda
Ms K Mogorosi • Ms C Motale • Mr S Mpakama • Ms DM Ntsika • Mr L Ntuane • Ms LV Nzimande-Molwantoa • Mr A Xabadiya

Mr N Mbatha (ACEO) • Mr M Kgauwe (CFO) • Mr R Manzini (CIO) • Ms B Ndlovu (Acting Company Secretary)



Fraud Hotline to report any wrongful or criminal deception or coercion intended to result in financial or personal gain by any SEDFA employee or person involved in this bidding process	0800 724 666 (For anonymous reporting)
For complaints	procurement_complaints@Sedfa.org.za



Special Conditions and Requirement of Contract

APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO PROVIDE MENTORSHIP, CONSULTING, TECHNICAL, AND BUSINESS SUPPORT SERVICES FOR SMALL ENTERPRISE DEVELOPMENT AND FINANCE AGENCY (SEDFA) FOR A PERIOD OF THREE (03) YEARS.

1. INTRODUCTION AND BACKGROUND

- 1.1. As of 01 October 2024, **sefa**, Seda, and the Cooperative Banks Development Agency (CBDA) have officially merged to form SEDFA. The incorporation of SEDFA stems from the signing of the National Small Enterprise Amendment Act 2024 (No. 21 of 2024) by President Cyril Ramaphosa on 23 July 2024, and its subsequent gazetting on 30 September 2024. SEDFA is a development finance institution, listed as a Schedule 3B National Government Business Enterprise, with the State as the sole shareholder and the Department of Small Business Development as the Executive Authority. SEDFA complies with both the Public Finance Management Act 1 of 1999 and the Companies Act 71 of 2008.
- 1.2. As a development finance institution, SEDFA provides both financial and non-financial support to Micro-Small Medium Enterprises (MSMEs) with the objectives to;
 - 1.2.1. Design and implement development support programs for small enterprises,
 - 1.2.2. Promote service delivery network that enhances the contribution of small enterprises to the South African economy,
 - 1.2.3. Foster economic growth, job creation, and equity in historically disadvantaged communities,
 - 1.2.4. Support, promote, and develop cooperative banks and cooperative financial institutions, and
 - 1.2.5. Strengthen the capacity of service providers to support and enable small enterprises to compete successfully both domestically and internationally.

2. THE OBJECTIVES OF THE PROJECT

- 2.1. To get proposals from experienced service providers for inclusion in a panel of mentors for Small Enterprise Development Finance Agency (SEDFA) to provide consulting, technical, mentorship and business support services for a period of three (03) years.
- 2.2. To enhance and improve business performance for SEDFA funded clients to ensure they are performing effectively and efficiently.
- 2.3. To ensure that the funded businesses are sustainable and can repay SEDFA debts.
- 2.4. The purpose of this tender is to call for an expression of interest by mentors to be included in a panel to render mentorship services to SEDFA clients on a needs and rotational basis.



2.5. A need has arisen to establish a panel of mentors on a needs and rotational basis to render professional mentorship services to SEDFA clients on a variety of areas related to SEDFA mandate and related functions.

3. BID SUBMISSION REQUIREMENTS

3.1. Bids must be submitted in a **sealed envelope and marked** as follows:

ATTENTION: SEDFA SUPPLY CHAIN MANAGEMENT

Description of the Bid

Bid Number

Name of the Bidder

3.2. GENERAL BID REQUIREMENTS

- a. Bid documents **must** be initialled on every page.
- b. Number of sealed envelopes/files must compose of one (1) **ORIGINAL** and one (1) electronic PDF **copy** of the original bid proposal document on a memory stick or flash drive.
- c. The bid proposal should be written in English including the certificates.
- d. Submissions of the Bid responses MUST be made by depositing the Bid proposal into the Tender Box situated at SEDFA Head Office at the physical address below on or before the closing date as stated on page 1 of this Request for Bid document under Bid Information.
- e. **For tender/bid submission, bidders are required to request entrance access code via email below;**
 - **smokgabudi@sedfa.org.za/mnete@sedfa.org.za/reception@sedfa.org.za**
- f. The bidder will bear all expenses associated with the preparation and submission of this Bid.

3.3. SEDFA PHYSICAL ADDRESS

Bylsbridge Office Park
Building 14, Block D
11 Byls Bridge Boulevard
Cnr Jean Avenue & Olievenhoutbosch
Centurion
0157

For more information, please visit the SEDFA websites: www.sedfa.org.za

3.4. BID RESPONSES

3.4.1. BID FORMAT

- 3.4.2. Bidders shall submit their bid response in accordance with the requirements as outlined in the Bid Response Template provided in Appendix 1.
- 3.4.3. Each section must be clearly marked, and the documents must be bound.



3.4.4. The RFB comprises a number of sections and the bidder's proposal must include all the required information and documentation as outlined in this RFB.

3.4.5. **GENERAL CONDITIONS OF CONTRACT**

3.4.5.1. Completion of all Standard Bidding Documents (SBDs attached in **ANNEXURES A**, and adhering to all other requirements as outlined on each form. The following SBDs and other forms must be duly completed and signed, and returned as part of the Bid Proposal:

- a. **SBD 1:** Invitation to Bid.
- b. **SBD 4:** Declaration of Interest.
- c. **SBD 6.1:** Preference Points Claim Form.
- d. Valid Tax Compliant Status (TCS PIN issued by SARS).
- e. In bids where Consortium, Joint Ventures and Sub-Contractors are involved, it is required that each party must submit separate proof of Tax Clearance Certificate(s) or *PIN* issued by SARS.
- f. Submission of a copy of a **valid B-BBEE certificate** issued through a SANAS Accredited Agency, with the exception of Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs). These enterprises need to submit B-BBEE **sworn affidavits** as per the requirements of the Department of Trade, Industry and Competition (the **dtic**) for qualifying enterprises except those who fall under the Construction Sector Charter Council (CSCC). Other sworn affidavits will not be accepted. The **dtic** and CSCC affidavit templates are available under **ANNEXURE A**.
- g. National Treasury **Central Supplier Database (CSD) registration** (The bidder to attach a proof of registration).
- h. Submission of bidder's **Companies & Intellectual Property Commission (CIPC) registration documents**, listing all Directors or Shareholders and certified copies of the Identify Documents (ID) of Directors or Shareholders (not older than three months).

3.4.5.2. The successful bidder and its staff shall comply with all the laws of the Republic of South Africa and as it relates to this bid.

3.4.5.3. The bidder's staff must be South African citizens and SEDFA reserves the right to validate citizenship.

3.4.6. **PRICE PROPOSAL**

- a. Bidders are required to complete and sign pricing proposals.
- b. **NB:** Failure to complete and submit a pricing proposal, will lead to disqualification of the bid.

3.5. **LATE BIDS**

Bids submitted at the stated bid address, **after** the closing date & time, shall not be considered under any circumstances.



3.6. COUNTER CONDITIONS

Bidder's attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by the bidder shall render the bid invalid.

3.7. BID DISTRIBUTION

- 3.7.1. The distribution of this RFB outside the Republic of South Africa may be restricted or prohibited by the laws of other countries. Recipients of this RFB are advised to familiarize themselves with and comply with all such restrictions or prohibitions applicable in those jurisdictions, and neither SEDFA, nor any of their respective directors, officers, employees, agents, representatives, or advisors, accepts liability to any person or company for any damages arising out of or in connection with the breach of any restriction or provision outside the Republic of South Africa. Persons contemplating submitting a Bid are advised to obtain legal advice as to the possible consequences thereof in terms of the law of the jurisdictions in which they are located.
- 3.7.2. Recipients of this RFB document may only distribute it to other parties whom they wish to involve as part of their bidder consortium in submitting a bid.

3.8. PRESENTATIONS

SEDFA reserves the right to require that any bidder provides a formal presentation of its bid proposal, at a date and time to be determined by SEDFA. All instructions and clarification regarding the purpose and scope of the presentation/demonstration shall be provided by SEDFA. The bidder shall bear all expenses associated with the preparation of such presentations/demonstrations.

3.9. EVALUATION PROCESS

This bid will be evaluated in four (04) stages as follows:

Stage 1 -Administrative Compliance Requirements (Initial Screening Process).

Stage 2 - Mandatory Requirements.

Stage 3.- Functionality Requirements.

Stage 4 - Price and Preference (Specific Goals).

3.9.1. STAGE 1: ADMINISTRATIVE SCM COMPLIANCE (INITIAL SCREENING PROCESS)

During this stage, bid responses will be reviewed for purposes of assessing compliance with the RFB requirements including the General Conditions of Contract as outlined in this RFB in **ANNEXURE A**.

3.9.2. STAGE 2: MANDATORY REQUIREMENTS

All bids will be evaluated by the evaluation panel independently in terms of the set evaluation criteria for mandatory as outlined in **ANNEXURE B**.



3.9.3. **STAGE 3 - FUNCTIONALITY EVALUATION**

- a. All bids will be evaluated independently by the evaluation panel members in terms of the defined evaluation criteria for functionality evaluation.
- b. Bids that score less than **70 points out of 100** on functionality shall not be considered further.
- c. Bids will be evaluated on Functional requirements as outlined in **ANNEXURE C.**

3.9.4 **STAGE 4: EVALUATION OF PROPOSAL ON APPLICABLE POINTS SYSTEM**

- 3.9.4.1 Only bidders that have scored a minimum of **70/100** on functionality will be evaluated during stage 4 for pricing and specific goal/ preference points in **ANNEXURE D.**
- 3.9.4.2 In terms of Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the amended regulations, responsive bids will be adjudicated by the State on the applicable point system.
- 3.9.4.3 The applicable preference point system for this tender is the 80/20 preference point system.
- 3.9.4.4 In terms of 80/20 points system, points are awarded to bidders based on:

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL	

4. **POST AWARD CONDITIONS**

- 4.1 Services will be rendered as detailed/ stated in the Scope of Work / Terms of Reference.
- 4.1. The successful bidder shall submit a monthly statement of all outstanding payments, credit notes issued, and payments made. Such statements shall also contain the order number, the details of the date of the transaction, the invoice number, remittance number and credit note details.
- 4.2. SEDFA shall not be held responsible in any way for any damage, losses, theft of equipment or any valuables of the successful bidder or injury of his/her employees whilst on site or in the execution of their duties.
- 4.3. All procurement related to this service, as outlined in this RFB, shall be conducted by SEDFA's Supply Chain Management department only.
- 4.4. Compliance to all regulatory requirements until duration of the contract.



5. PANEL UTILISATION GUIDELINES

- 5.1. Once the panel is selected and appointed, formal requests for quotations which outlined service and/or project requirements with clearly defined deliverables will be sourced from the panel or work will be awarded on rotational basis based on the suitability of the skills matched on the project or scope.
- 5.2. Quotations will be sourced from the panel in line with the contracted/ approved hourly rates.
- 5.3. Quotations will be sourced from the panel and evaluated according to the points system outline under paragraph 3.9.4 or randomly select a suitable service provider based on the skills.
- 5.4. SEDFA reserves the right to increase or decrease the number of consulting firms appointed to the panel, including expanding the scope of the panel or panelist and use of the panel to any company or associated of SEDFA.
- 5.5. SEDFA also reserves the right to limit the number of service providers in the panel with a view of ensuring equal distribution of work, hence the rotation system will be utilised.
- 5.6. The contracting of service providers for specific work assignments will be facilitated by the SCM departments with Business Development Services (BDS) department.
- 5.7. Service provider will be notified of a brief to render service for a particular scope/matter falling within the area(s) of specialization, by means of an official brief/ purchase order/ appointment letter issued by SCM Department. No other communication in any form from any other official shall constitute a valid brief/ appointment.
- 5.8. There is no guarantee that a service provider on the panel will be contracted for specific work assignments/projects during the tenure of this contract.
- 5.9. Assignments/projects will be clearly defined in terms of the scope of work and/or work packages, proposed timeframes, qualifying criteria, qualification requirements, expected duration (hours) amongst others.
- 5.10. SEDFA reserves the right to procure its requirements elsewhere should the minimum contract specified by the bidder from the panel be more than that of the institution's requirements or if the services are promptly required and these are not appropriately available from the panel members or in other cases, based upon urgency.
- 5.11. BDS department reserves the right to allocate work packages/projects to more than one service provider/expert, depending on the nature of the assignment/project.
- 5.12. The assignments/projects will be managed by the Group Executive: BDS and/or his/her representative(s);



- 5.13. The successful bidders shall also provide the Group Executive- BDS Compliance and his representative(s) with regular written communication containing status updates on the assignments allocated;
- 5.14. When requesting quotations, SEDFA reserves the right to apply the guidelines and prescribed hourly remuneration rates for consultants as contained in the National Treasury “Guide on Hourly Fee Rates for Consultants” (January 2003) for benchmarking and pricing purposes. SEDFA may further consider updated fee rates published by the Department of Public Service and Administration (DPSA) on its website (<http://www.dpsa.gov.za/projects/sdi/consultants.htm>) and/or relevant accredited professional body fee schedules.
- 5.15. Any travel costs/expenses incurred/disbursement claimed for will be reimbursed in line with SEDFA's approved travel rates or at the discretion of SEDFA.

6. PANEL UTILISATION GUIDELINES FOR COUPONS TO AWARDED SERVICE PROVIDERS

- 6.1. Once the panel is selected and appointed, formal requests for quotations which outlined service and/or project requirements with clearly defined deliverables will be sourced from the panel or work will be awarded on rotational basis based on the suitability of the skills matched on the project or scope.
- 6.2. The panelist will rank from highest to lowest based on their specific goals points score.
- 6.3. In cases where two or more panelists achieve the same score in all respect, the award will be decided by the drawing lots to break the tie.

7. STAFF REQUIREMENTS

- a. The successful bidder must ensure the following:
- b. That the staff working under this contract are in good health.
- c. That they are adequately trained prior to commencement of the contract.
- d. That replacement staff is available should the need arise. The bidder is obligated to inform SEDFA of any removal and replacement and the replacement of staff can only be done with the formal approval of SEDFA.
- e. Staff must be dressed appropriately and where required.
- f. The bidder's staff must be South African citizens and SEDFA reserves the right to validate citizenship.
- g. The bidders that were employees from former **sefa/Seda**/CBDA must state the reason for leaving SEDFA will verify with Human Capital Division.

8. RESOURCE REQUIREMENTS

- 8.1. The successful bidder must provide the following equipment required by the bidder's staff, in the execution of their duties:
 - a. Laptop or similar device.



- b. Internet connectivity.
- c. Transportation and/or vehicle (if required) to deliver the service outlined in this bid.
- d. Cellphone and/or landline.

9. SERVICE LEVEL AGREEMENT

- 9.1. The successful bidders will be required to enter into a Service Level Agreement with SEDFA.
- 9.2. A performance measurement processes will form an integral part of the Service Level Agreement, to be signed after the successful bidder has been appointed.
- 9.3. Where SEDFA is dissatisfied with a bidder's poor performance, the Group Executive: BDS and/or his representative(s) will engage the bidders to remedy the poor performance. Should SEDFA remain dissatisfied, Group Executive: BDS and/or his representative(s) may consider restricting the continued use of that bidder;
- 9.4. Additionally, Group Executive: BDS and/or his representative(s) may consider reporting the bidder to relevant professional body(ies) and other authorities for unprofessional (mis) conduct.
- 9.5. Administrative penalties may also be imposed to a bidder for poor performance and/or unprofessional conduct that is to the detriment of SEDFA.
- 9.6. A bidder's misconduct may result in that bidder being restricted via National Treasury's List of restricted suppliers.

10. SUPPLIER DUE DILIGENCE

- 10.1. SEDFA reserves the right to conduct bidder due diligence to short-listed bidders prior to final award or at any time during the contract period. This may include site visits if applicable.
- 10.2. SEDFA reserves the right to request the successful bidder and its staff to undergo a security vetting and/or credit vetting processes via external services providers such as Credit Bureaus and the South African Police Services. By submitting a bid proposal, the bidder gives explicit approval for SEDFA to conduct such vetting requirements, when required.

11. FICA AND COMPLIANCE CHECKS

- 11.1. SEDFA, in its capacity as an accountable institution, has a duty to verify the identity of all its clients in compliance with the Financial Intelligence Centre Act No 38 of 2001 (FICA). SEDFA shall thus conduct a comprehensive PEP screening on the successful bidders and therefore requests all bidders to submit the Know Your Customer (KYC) documents example(s):
 - Certified identity documents.



- Certificate of Incorporation (CM1 or CoR 15.1/CoR 14.1).
- Certified copy of Change of Name, if applicable (CM9 or CoR 9.1 or 2).
- Current list of Directors (CM29 or CoR 39) (also used for PEPs/Sanctioned screening purposes).

12. BID CANCELLATION

In the case of the cancellation of this RFB, SEDFA shall endeavour to inform all bidders, through the same medium used for the communication of the RFB.

13. TENDER VALIDITY PERIOD

- 13.1. Bid submitted in response to this RFB will constitute a binding offer by SEDFA which will remain binding and irrevocable for a period of 120 business days from the date of submission to SEDFA. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any bidder, unless and until a definitive Agreement and other related transaction documents are concluded between SEDFA and the preferred bidder.
- 13.2. Bids are valid for acceptance by SEDFA at any time within the requested validity period after the closing date of the RFB.

14. MATERIAL CHANGES

- 14.1. Any material changes in the control and/or composition of any bidder or any core member of a bidder after submission of a Bid, shall require the prior written approval of SEDFA, and any failure to seek such approval from SEDFA shall result in SEDFA being entitled, in its sole discretion, to exclude the relevant bidder from any further participation in the bid process or to cancel the engagement. This shall be interpreted to include post appointments and subcontracting of work arising out of this bid to complete certain work.
- 14.2. SEDFA shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any bidder, and what constitutes a core member of a bidder for purposes of such approval. Any request for approval shall be submitted in writing to SEDFA's Supply Chain Management Division, and the bidder shall provide sufficient reasons and information to enable SEDFA to make such determination. SEDFA reserves the right to accept or reject any such request for approval.

15. FRAUD ALERT

- 15.1. SEDFA takes a zero-tolerance approach to fraud, corruption and bribery.
- 15.2. MSEDFA is committed to acting fairly, with integrity, in all its' relationships and business dealings both internally and externally (with its suppliers, contractors and other stakeholders).



- 15.3. Please note that under no circumstances will SEDFA ever require any payment to secure an award of an RFP or a tender. Individuals that claim that an upfront payment to an individual, third party or a SEDFA official, is a blatant attempt at defrauding bidders and such a scam must immediately be reported to the SEDFA Anti-Corruption line. SEDFA follows a fair, competitive and transparent procurement process in evaluating and awarding bids.
- 15.4. Should you or anyone wish to report any suspected fraud, corruption or bribery, you can BLOW the whistle by calling a free hotline on **0800 724 666**.

16. COMMUNICATION

- 16.1. SEDFA may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary. Such communications will be done via the Supply Chain officials listed as the contact people for this bid process.
- 16.2. All communication (enquiries/clarifications) relating to this bid shall take place between the bidder and the Supply Chain Management officials listed as the contact people for this bid process. Such communication shall be done in writing only.
- 16.3. Communication between the closing date and the award of the bid, between the bidder and other SEDFA officials or persons acting in an advisory capacity for the State, in respect of this bid, is prohibited.

17. CONTACT DETAILS

Name : Sebotse Mokgabudi/Matladi Nete
Tel : 012 748 9725
Email : smokgabudi@sedfa.org.za/matladin@sedfa.org.za

NB: Communication outside this platform is **strictly prohibited** and should bidders be found to be in contact with any of SEDFA's staff members on matters relating to this bid, such bidders shall automatically be disqualified from this bid process.

18. SCOPE OF WORK / TERMS OF REFERENCE

The Scope of Work / Term of Reference is attached as **ANNEXURE E**.

19. ANNEXURES

Annexure B: Stage 1 - Administrative Compliance Requirements
Annexure B: Stage 2 - Mandatory Requirements
Annexure C: Stage 3 - Functionality Requirements
Annexure D: Stage 4 - Price and Preference Points (Specific Goals)
Annexure E: Scope of Work / Terms of Reference
Appendix 1: Bid Proposal Template



ANNEXURE A

STAGE 1 - ADMINISTRATIVE COMPLIANCE REQUIREMENTS

Document Name	Template
National Treasury. Government Procurement: General Conditions of Contract, July 2010	 NT General Conditions of Contr
SBD 1	 SCM-Bid documents SBD 1 - RFB 04-2026-;
SBD 6.1	 SBD 6.1 IN TERMS OF PPR2022-Revised
SBD 4	 SBD 4 -Annexure A-Revised.pdf
GCC	 GCC
CONSENT FORM	 Sedfa POPIA Consent Form 2025.pdf
EME-BEE SWORN AFFIDAVIT TEMPLATE	 EME-General-Sector- Code-Affidavit-Honey
QSE- BEE SWORN AFFIDAVIT	 QSE-General-Sector- Code-Affidavit-Honey



STAGE 1 - ADMINISTRATIVE COMPLIANCE REQUIREMENTS (INITIAL SCREENING PROCESS)

During this stage, bid responses will be reviewed for purposes of assessing compliance with the RFB requirements including general bid conditions and also the Specific Condition of Bid, which requirements include the following:

- a) The Standard Bid Document (SBD 1, 4 & 6.1) forms must be fully completed and signed by the authorized company representative.
- b) The bidder must submit proof of registration on CSD (Central Supplier Database) in the form of CSD Report.
- c) Submission of valid Tax Compliance Status (TCS) Certificate with a unique security personal, Identification (PIN) issued by the South African Revenue Services certifying that the taxes of the bidder are in the order must be submitted at the closing date and time of the RFB.
- d) The bidder must submit a certified valid B-BBEE certificate; in the event of submission of a B-BBEE Sworn Affidavit, the bidder must ensure that the Affidavit is stamped by the Commissioner of Oath and indicate the ownership percentages and/or specific goals of the Bidding entity;
- e) In bids where Consortium, Joint Ventures and Sub-Contractors are involved, it is required that each party must submit separate proof of Tax Clearance Certificate(s) or *PIN* issued by SARS. Copy of the Consortium/Joint Venture/ Sub-Contracting Agreement duly signed by all parties (If applicable).
- f) The bidder must submit Companies & Intellectual Property Commission (CIPC) company registration documents listing all Directors or Shareholders and certified ID copies for directors/shareholders/members/partners.
- g) Consent Form.

Note:

- If the bidder is listed on the National Treasury List of Restricted Suppliers, it will result in disqualification of the bid.
- If any of its Directors are Listed on the Register of Defaulters, it shall result in disqualification of the bid.
- If the status of the bidder is reflected deregistered on CIPC and or CSD shall result in disqualification of the bid.

Note: Failure to comply with the administrative compliance requirements in Stage 1 the bids proposal will be disqualified for further evaluations.



ANNEXURE B

STAGE 2 - MANDATORY REQUIREMENTS

The bidders must comply with all mandatory requirements to qualify for stage three, i.e. functionality requirements.

NO	MANDATORY REQUIREMENT	COMPLY/ NOT COMPLY
1.	PROFESSIONAL BODIES - The bidder must be registered with the professional bodies in terms of the commodities/services they are bidding for listed below. - The bidder must attach proof of certification to the relevant bodies. - Any other professional bodies related to bidding commodities/services they are bidding for.	

COMMODITIES/SERVICES REQUIREMENTS FOR MENTORS:

1.	FRANCHISES/NON-FRANCHISE	
	Petrochemical & Fuel Stations - Petroleum Agency SA (PASA). - South African Petroleum Industry Association (SAPIA). - Fuels Industry Association of South Africa (FIASA).	
	Fast Food, Restaurants & Takeaways - Restaurant Association of South Africa (RASA) - Federated Hospitality Association of South Africa (FEDHASA) - Retail, Wholesale & FMCG Wholesale & Retail Sector Education and Training Authority (W&RSETA) - Consumer Goods Council of South Africa (CGCSA) - South African Council of Shopping Centres (SACSC)	
	Automotive/Retail Motor Industry Organisation (RMI), - National Association of Automobile Manufacturers of South Africa (NAAMSA)	
	Tyre Processing / Pyrolysis Recycling and Economic Development Initiative of South Africa (REDISA – historical)	



	• Circular Energy initiatives • Department of Forestry • Fisheries and the Environment (DFFE) • South African Tyre Manufacturers Conference (SATMC)	
2.	MANUFACTURING	
	Textiles, Clothing & Leather • National Bargaining Council for the Clothing Manufacturing Industry (NBCCMI) • National Bargaining Council of the Leather Industry (NBCLI), Textile Federation • Fibre Processing and Manufacturing SETA (FP&M SETA)	
	Food & Beverage Manufacturing • Consumer Goods Council of South Africa (CGCSA) • South African National Accreditation System (SANAS) • South African Bureau of Standards (SABS)	
	Brick Manufacturing • Concrete Manufacturers Association (CMA) • Clay Brick Association of Southern Africa (CBASA)	
	Chemical Industry • Chemical and Allied Industries Association (CAIA) • South African Chemical Institute (SACI)	
	Furniture Manufacturing • South African Furniture Initiative (SAFI), FP&M SETA	
	Basic Metals & Fabricated Metal • Steel and Engineering Industries Federation of Southern Africa (SEIFSA) • South African Institute of Welding (SAIW)	
	Water Supply & Purification • Water Institute of Southern Africa (WISA) • Department of Water and Sanitation (DWS)	



	Funeral Services • National Funeral Practitioners Association (NFPA), • South African Funeral Practitioners Association (SAFPA)	
	Plastics Manufacturing • Plastics SA • Society of Plastics Engineers (SPE) • Plastics Industry Association (PLASTICS)	
	Metal Casting & Foundries • South African Institute of Foundrymen (SAIF)	
3.	TRANSPORT Transport & Logistics • Chartered Institute of Logistics and Transport South Africa (CILTSA) • Road Freight Association (RFA) • Institute of Transportation Engineers (ITE) • Transportation Research Board (TRB) • Chartered Institute of Logistics and Transport (CILT)	
4.	CONSTRUCTION	
	General Building Works: • Construction Industry Development Board (CIDB) grading 2GB or higher (please provide CRS No) • Master Builders South Africa (MBSA) • South African Forum of Civil Engineering Contractors (SAFCEC) • South African Council for the Architectural Profession (SACAP) • South African Council for Planners (SACPLAN)	
	Quantity Surveyors • South African Council for the Quantity Surveying Profession (SACQSP) • Association of South African Quantity Surveyors (ASAQS)	
	Project Managers • South African Council for the Project and Construction Management Professions (SACPCMP), • Project Management South Africa (PMSA), • PMI South Africa Chapter	



	Property Development • South African Property Owners Association (SAPOA)	
	Property Valuers • South African Council for the Property Valuers Profession (SACPVP) • Institute of Valuers South Africa (IVSA)	
	Architecture • South African Council for the Architectural Profession (SACAP)	
	Construction Project Management • South African Council for the Project and Construction Management Professions (SACPCMP) • Royal Institution of Chartered Surveyors (RICS) • Construction Management Association of America (CMAA) • Chartered Institute of Building (CIOB) • Association for Project Management (APM) • Project Management Institute (PMI)	
	Land Surveyors • South African Geomatics Council (SAGC) • South African Geomatics Institute (SAGI) • Royal Institution of Chartered Surveyors (RICS)	
	Town Planning • South African Council for Planners (SACPLAN) • South African Planning Institute (SAPI)	
	Electrical Engineers/Electrical works • Engineering Council of South Africa (ECSA) • South African Institute of Electrical Engineers (SAIEE) • Contractors Board (ECB)/ or Dept of Labour, or any other recognized regulating body • The service provider must provide proof of registration with CIDB grading 2EB or higher (please provide CRS No)	
	General Building Works: • The service provider must provide proof of membership with the respective trade or industry body e.g. Master Builders South Africa	



	(MBSA)/ South African Forum of Civil Engineering Contractors (SAFCEC)/ Constructional Engineering Association (South Africa)/ Small Contractors Association of South Africa (SCASA), or any other recognized regulating body. The service provider must provide proof of registration with CIDB grading 2GB or higher (please provide CRS No)	
	Mechanical Engineers Engineering Council of South Africa (ECSA)	
	Structural Engineers - Institution of Structural Engineers (IStructE), - South African Institution of Civil Engineering (SAICE), ECSA	
5.	FINANCE & ACCOUNTING - South African Institute of Chartered Accountants (SAICA) - South African Institute of Professional Accountants (SAIPA) - Chartered Institute of Management Accountants (CIMA) - Association of Chartered Certified Accountants (ACCA) - Institute of Internal Auditors South Africa (IIASA) - Chartered Institute of Government Finance, Audit & Risk Officers (CIGFARO)	
6.	BUSINESS SUPPORT Business Strategy & Credit - Institute of Credit Management South Africa (ICMSA) - Credit Guarantee Insurance organisations Training & Coaching - South African Board for People Practices (SABPP) - ETDP SETA - COMENSA (coaches)	
7.	TOURISM & HOSPITALITY - FEDHASA - Tourism Business Council of South Africa (TBCSA), - Southern Africa Tourism Services Association (SATSA) - Tourism Grading Council of South Africa (TGCSA)	



8.	MARKETING - Marketing Association of South Africa (MASA) - Institute of Marketing Management (IMM)	
9.	ENERGY - South African National Energy Development Institute (SANEDI) - South African Photovoltaic Industry Association (SAPVIA) - South African Wind Energy Association (SAWEA) - South African Institute of Electrical Engineers (SAIEE)	
10.	HEALTHCARE & PHARMACEUTICALS - Health Professions Council of South Africa (HPCSA) - South African Pharmacy Council (SAPC) - South African Nursing Council (SANC) - South African Medical Association (SAMA) - Health Professions Council of South Africa (HPCSA)	
11.	MINING - Minerals Council South Africa - Southern African Institute of Mining and Metallurgy (SAIMM) - Council for Geoscience - South African Geomatics Council (SAGC) - South African Council for Natural Scientific Professions (SACNASP)	
12.	HUMAN RESOURCES & LABOUR RELATIONS - South African Board for People Practices (SABPP) - South African Reward Association (SARA) - Labour Law Management Consulting Association (LLMCA)	
13.	AGRICULTURE - Agricultural Research Council (ARC) - AgriSA - South African Council for Natural Scientific Professions (SACNASP) - Forestry South Africa (FSA) Green Economy - Green Building Council South Africa (GBCSA), - South African National Energy Development Institute (SANEDI) Ocean Economy	



	• South African International Maritime Institute (SAIMI), • South African Maritime Safety Authority (SAMSA) Environmental Management • South African Council for Natural Scientific Professions (SACNASP) • Institute of Waste Management of Southern Africa (IWMSA) • Environmental Assessment Practitioners Association of South Africa (EAPASA) Import & Export • South African Association of Freight Forwarders (SAAFF) • South African Revenue Service (Customs), Export Councils	
14.	CLOTHING & TEXTILE • Southern African Clothing and Textile Workers' Union (SACTWU) • Textile Federation (Texfed) • Cape Clothing and Textile Cluster (CCTC)	
15.	ICT • ISACA (Information Systems Audit and Control Association) • CompTIA (Computing Technology Industry Association) • BCS (The Chartered Institute for IT) • IEEE Computer Society • Association for Computing Machinery (ACM) • IITPSA (Institute of Information Technology Professionals South Africa) • Computer Society of South Africa (CSSA) • ACS (Australian Computer Society)	
16.	POST INVESTMENT AND PRE-INVESTMENT Feasibility Studies & Business Advisory • Institute of Directors South Africa (IoDSA), SAICA • Project Management South Africa (PMSA)	
17.	MICROFINANCE • Micro Finance South Africa (MFSA) • National Credit Regulator (NCR) • Financial Sector Conduct Authority (FSCA) • South African Reserve Bank (where applicable)	



	• National Credit Regulator (NCR) for microfinance and credit providers	
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Failure to comply with the above Mandatory requirements in Stage 2 the bid proposals will be disqualified for further evaluations.



ANNEXURE C

STAGE 3 - FUNCTIONALITY CRITERIA FOR MENTORS

ONLY BIDDERS WHO SCORED A MINIMUM OF 70 POINTS ON FUNCTIONALITY REQUIREMENTS WILL BE FURTHER EVALUATED ON PRICE AND SPECIFIC GOAL.

FUNCTIONALITY REQUIREMENTS	SCORING MATRIX	POINTS
1. COMPANY EXPERIENCE FOR MENTORS The bidder must demonstrate a minimum of ten and above years' experience on the company profile in Mentorship on the commodities/services in they are bidding for in DFIs, public and private sectors.	10-14 years' experience and understanding of a similar project = 10 points. 15 –19 years' experience and understanding of a similar project = 15 points. 20 and above years' experience and understanding of a similar project = 20 points.	20
2. REFERENCE LETTERS - The bidder must provide six or more recent past projects in the last ten years that they have worked on providing for each commodity/services the bidder is bidding in DFIs, public and private sectors (the reference letters provided must linked to the experience in services/categories they are bidding for). - The bidder must provide proof, in the form of reference letters confirming that the bidder has performed in the required fields. - Signed and dated contactable reference letters must be on the client company's letterhead and should contain the following information; - Description of services rendered; - Duration of contract; and - Contact person and details. - SEDFA reserves the right to consider experience of the service providers that have	- Submission of 1-2 relevant reference letter in service categories the bidder is bidding for = 5 points. - Submission of 3-4 relevant reference letter in service categories the bidder is bidding for = 10 points. - Submission of 5 relevant reference letter in service categories the bidder is bidding for = 15 points. - Submission of six and above relevant reference letter in service categories the bidder is bidding for = 20 points.	20



FUNCTIONALITY REQUIREMENTS	SCORING MATRIX	POINTS
done work former sefa/Seda/CBDA in the past. • Please refer to Section 3 -Table (a) of the document format in which the required information must be furnished. • NB: Purchase Orders and Appointment Letters will not be considered/accepted. • SEDFA reserves the right to verify the reference letter submitted prior to appointment.		
2. BIDDERS KEY PERSONNELS EXPERIENCE & QUALIFICATION • Bidder's must propose personnel that will be assigned to the projects. • The proposed personnel must have minimum ten and above years in service categories/commodities the bidder is bidding for. • Detailed copy of CVs including qualifications must be attached to the CV, professional memberships will be added as advantage. • The proposed personnel must be able to compile the report, and ability to present the report to relevant committees. • Note: Certified qualifications not older than three months must be submitted at the closing date and time of the bid. • NB:Qualifications of the recommended bidders to be on the panel will be subject to verification. • Qualifications must be SAQA accredited as equivalent to the requirements. • Please refer to Section 4- Table (b) of the document format in which the	• 10 –14 years' experience in mentorship =15 Points. • 15-20 years experience in mentorship = 30 points. • Above 20 years experience in mentorship = 30 points	30



FUNCTIONALITY REQUIREMENTS	SCORING MATRIX	POINTS
required information must be furnished.		
3. CASE STUDIES - The bidder must submit minimum of three or more mentorship case studies in the service category that they are bidding. The case studies should demonstrate; - Relevance and competence in either: - Pre-Investment - Post-Investment Monitoring, Turnaround, workout and restructuring, - Micro Finance - Wholesale lending - Demonstrate clear methodology applied in the case studies. - Implementation planning and execution.	- One to two case studies in the respective mentorship category that they are bidding for, demonstrating relevance, competence, methodology, implementation planning and execution applied= 10 points - Three case studies in the respective mentorship category that they are bidding for, demonstrating relevance and competence, methodology, implementation planning and execution applied= 20 points - Four and above case studies in the respective mentorship category that they are bidding for, demonstrating relevance and competence, methodology, implementation planning and execution applied= 30 points	30
TOTAL FUNCTIONALITY		100

Bidders are required to obtain a minimum threshold of 70 out of 100 points on functionality in order to be evaluated further. Any bidder who scored less than 70 Points will be eliminated and not be evaluated further.

FUNCTIONALITY CRITERIA FOR SERVICE PROVIDERS

ONLY BIDDERS WHO SCORED A MINIMUM OF 70 POINTS ON FUNCTIONALITY REQUIREMENTS WILL BE FURTHER EVALUATED ON PRICE AND SPECIFIC GOAL.

FUNCTIONALITY REQUIREMENTS	SCORING MATRIX	POINTS
1. COMPANY EXPERIENCE FOR SERVICE PROVIDERS The bidder must demonstrate a minimum of five and above years' experience on the company profile as service provider/consultant on the services the bidder is bidding for in DFs institutions, public and private sectors.	5-9 years' experience and understanding of a similar project = 10 points. 10 –14 years' experience and understanding of a similar project = 15 points. 15 and above years' experience and understanding	30



FUNCTIONALITY REQUIREMENTS	SCORING MATRIX	POINTS
	of a similar project = 30 points.	
2. REFERENCE LETTERS - The bidder must provide six or more recent past projects in the last five years that they have worked on providing for each commodity/services the bidder is bidding in DFIs, public and private sectors (the reference letters provided must linked to the experience in services/categories they are bidding for). - The bidder must provide proof, in the form of reference letters confirming that the bidder has performed in the required fields. - Signed and dated contactable reference letters must be on the client company's letterhead and should contain the following information; - Description of services rendered; - Duration of contract; and - Contact person and details. - SEDFA reserves the right to consider experience of the service providers that have done work former sefa/Seda/CBDA in the past. - Please refer to Section 3 -Table (a) of the document format in which the required information must be furnished. - NB: Purchase Orders and Appointment Letters will not be considered/accepted. - SEDFA reserves the right to verify the reference letter submitted prior to appointment.	- Submission of 1-2 relevant reference letter in service categories the bidder is bidding for = 5 points. - Submission of 3-4 relevant reference letter in service categories the bidder is bidding for = 10 points. - Submission of 5 relevant reference letter in service categories the bidder is bidding for = 15 points. - Submission of six and above relevant reference letter in service categories the bidder is bidding for = 30 points.	30



FUNCTIONALITY REQUIREMENTS	SCORING MATRIX	POINTS
3. BIDDERS KEY PERSONNELS EXPERIENCE & QUALIFICATION - Bidder's must propose personnel that will be assigned to the projects. - The proposed personnel must have minimum five and above years in service categories/commodities the bidder is bidding for. - Detailed copy of CVs including qualifications must be attached to the CV, professional memberships will be added as advantage. - The proposed personnel must be able to compile the report, and ability to present the report to relevant committees. - Note: Certified qualifications not older than three months must be submitted at the closing date and time of the bid. - NB:Qualifications of the recommended bidders to be on the panel will be subject to verification. - Qualifications must be SAQA accredited as equivalent to the requirements. - Please refer to Section 4- Table (b) of the document format in which the required information must be furnished.	5-9 years' experience in mentorship =15 Points. 10-14 years experience in mentorship = 30 points. - Above 20 years experience in mentorship = 40 points	40
TOTAL FUNCTIONALITY		100

Bidders are required to obtain a minimum threshold of 70 out of 100 points on functionality in order to be evaluated further. Any bidder who scored less than 70 Points will be eliminated and not be evaluated further.



ANNEXURE D

STAGE 3: EVALUATION OF PROPOSAL ON APPLICABLE POINTS SYSTEM

1. Only bidders that have scored a minimum of **70 / 100** on functionality will be evaluated during stage 4 for pricing and specific goals.
2. In terms of Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the amended regulations, responsive bids will be adjudicated by the State on the applicable point system.
 - a. The applicable preference point system for this tender is the 80/20 preference point system.
 - b. In terms of 80/20 points system, points are awarded to bidders based on:

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL	100 POINTS

Specific Goals for this tender and points that may be claimed are indicated per table below:

(Note to bidders: The tenderer must indicate how they claim points for each preference point system. Failure of the bidders to submit the fully completed SBD 6.1 with the points claimed and supported by proof/documentation will results in points being forfeited)

Specific Goals Allocated and Points to claimed in terms of this tender		
Indicate the following to support this claim. Failure to provide the required information will result in being forfeited.		
Indicate Number of Full Time Employed Paid Employees:	_____	
Total Annual Turnover or Revenue:	R_____	
Size of Enterprise	Number of points allocated	Number of points claimed (80/20 system)



	(80/20 system)	(To completed by the tenderer)																	
Micro Enterprise	8																		
Small Enterprise	5.6																		
Medium Enterprise	3.2																		
Large Enterprise	0.8																		
Sworn Affidavit/ BBBEE Certificate (Ownership aligned to B-BBEE Status Level)	2																		
<table><tr><td>L1</td><td>L2</td><td>L3</td><td>L4</td><td>L5</td><td>L6</td><td>L7</td><td>L8</td></tr><tr><td>2</td><td>1.75</td><td>1.50</td><td>1.25</td><td>1</td><td>0.75</td><td>0.25</td><td>0</td></tr></table>			L1	L2	L3	L4	L5	L6	L7	L8	2	1.75	1.50	1.25	1	0.75	0.25	0	
L1			L2	L3	L4	L5	L6	L7	L8										
2	1.75	1.50	1.25	1	0.75	0.25	0												
Black Women Owned (more/ $\geq$ 30% owned)	4																		
Target Group: Youth	2																		
Spatial: Rural	4																		
Spatial: Townships	2.4																		
Spatial: City	0.8																		

Supporting Document for Claiming of Specific Goals:

The bidder must submit proof of either a BBBEE Certificate accredited by SANAS or a Sworn Affidavit. Latest Audited Financial Statement of the bidder (Where applicable in terms of Company's Act) and/or independently reviewed financial statements and/or cashflow budget for the new entities with no financial records. The bidder must also indicate point claims on SBD 6.1.

Size of Enterprise: Micro, Small, Medium enterprises: 8/20- leave as is split is as follows:

- Micro enterprises: maximum 8 points or 100% for micro-enterprises
- Small enterprises: 5.6 points or 70% of the 8 points
- Medium enterprises: 3.2 Points or 40%
- Large enterprises: 0.8 Points or 10%

Verification Method: Statement of Financial Position of the bidder: Latest Audited Financial Statement of the bidder (Where applicable in terms of Company's Act) and/or independently reviewed financial statements and/or cashflow budget for the new entities with no financial records.



SECTORS	SIZE OR CLASS OF ENTERPRISE	TOTAL FULL-TIME OF EQUIVALENT PAID EMPLOYEES	TOTAL ANNUAL TURNOVER
Finance & Business Services	Micro	0-10	<7.5 million
	Small	11-50	<35.0 million
	Medium	51-250	<85.0 million
	Large	over 250	<160 million

B-BBEE (Black Ownership): Maximum 2/20 points.

L1	L2	L3	L4	L5	L6	L7	L8	L0
2	1.75	1.5	1.25	1	0.75	0.50	0.25	0

Verification Method: BBEE certificate and or Sworn Affidavit:

Youth = 2/20 points which will be allocated follows:

Verification Method: CIPC and or CSD

Spatial: Rural and Township and City-based enterprises: 4/20 points

- Rural = maximum 4 points
- Township= 2.4
- City= 0.8

Verification method: Copy of Utility Bill, Lease Agreement, Title Deed, letter from Municipality outlining the physical address of the company and official letter with stamp from the local councilor.

A maximum of 80 points is allocated for price on the following basis: **80/20**

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

The points scored by a bidder in respect of Specific Goals will be added to the points scored for price.

Only bidders who have completed and signed the declaration part of the Specific Goal form and who have submitted the relevant supporting documents will be allocated points.

The points scored will be rounded off to the nearest 2 decimals.

Criteria for breaking deadlock in scoring

- If two or more tenderers score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points for Specific Goals.



- b. If two or more tenderers score equal total points in all respects, the award will be decided by the drawing of lots.
- c. A contract may, on reasonable and justifiable grounds, be awarded to a tender that did not score the highest number of points.
- d. SEDFA reserves the right to enter into negotiations with the preferred bidder.
- e. SEDFA reserves the right to provide policy relating to the handling of information(Protection of Personal Information Act).



ANNEXURE E

SCOPE OF WORK

APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO PROVIDE MENTORSHIP, CONSULTING, TECHNICAL, AND BUSINESS SUPPORT SERVICES FOR SMALL ENTERPRISE DEVELOPMENT AND FINANCE AGENCY (SEDFA) FOR A PERIOD OF THREE (03) YEARS.

1. SCOPE OF WORK AND DELIVARABLES

- 1.1. SEDFA wishes to establish a panel of mentors and service providers that will serve as the primary database for SEDFA's existing clients.
- 1.2. The panel will be expected to provide mentorship and support services in relation to a range of matters, as determined by activities within SEDFA on a need basis.
- 1.3. Specific assistance will be required in the sectors and functional areas of business management outlined below and applicants must possess an extensive working and practical knowledge on at least one of the areas of mentorship within the context of the entrepreneurial and business space, which includes but not limited to:

COMMODITES/SERVICES REQUIREMENTS FOR MENTORS:

1. FRANCHISE/NON-FRANCHISE
• Petro chemical and fuel stations expertise. • Fast Food Industry, Restaurants and take away industry. • Wholesale and Retail Experts including Fast Moving Consumer Goods (FMCG.) • Automotive Industry including Non franchise models. • Retail & Wholesale services (both franchised and non-franchised models). • Tyre processing/Pyrolysis.
2. MANUFACTURING
• Textiles, clothing and Leather • Food products and Beverages • Bricks Manufacturing. • Chemical and Allied Industries. • Furniture and Manufacturing. • Basic Metals & Fabricated Metal. • Water supply, collection, and purification for domestic • Other community, social, and personal service activities (funeral and related activities) • Plastics Moulding (manufacture of plastics, rotational and compression moulding) • Metal Moulding & Casting (Casting of metals (iron, steel, and non-ferrous).
3. TRANSPORT



- Transport and Logistics Specialist.
- Automotive Industry.
- Freight and Logistics (Transport).

4. CONSTRUCTION

- Engineering & Construction services.
- Quantity surveying and Project Management.
- Property development.
- Property/Asset valuations
- Architecture.
- Project construction management.
- Land Surveyors.
- Electrical Engineers.
- Mechanical Engineers.
- Structural Engineers.
- Town planning.

5. FINANCE

- Financial Management and Bookkeeping.
- Internal Audit and controls.
- Management and Accounts.
- Financial Analysis.
- Annual Financial Statements compilation.

6. BUSINESS SUPPORT

- Training and coaching.
- Strategy to grow portfolio.
- Strategy and Implementation to manage delinquency.
- Credit Policy.
- Write off policy.
- Micro Finance knowledge and experience.

7. TOURISM

- Hotel Management and Food services.
- Tourism and Leisure.
- Tourism feasibility experts.
- Tourism Experts.
- Management entities in the Tourism Industry.
- Market Analysis experts.
- Environmental analysis experts.
- Industry report providers.

8. MARKETING

- Marketing services.
- Import and Export Market.

9. ENERGY

- Energy solution Specialists/water.

10. HEALTH



Healthcare and Pharmaceuticals.
11. MINING
Mining Experts.
12.CLOTHING AND TEXTILE
- Distribution and Retail Experts. - e-commerce (online) and store network.
13.HUMAN RESOURCE
Human Resources and Labour Relations Experts.
14. AGRICULTURE
- Environmental management – recycling and waste management. - Agricultural experts/Green Economists. - The Ocean Economy. - The Green Economy. - Agro Processing. - Forestry and Wood Products /Timber.
15. ICT
- ICT Experts. - Digital Transformation experts.
16. POST INVESTMENT AND PRE-INVESTMENT
- Business Process Structuring. - Pre-investment feasibility/evaluations/Assessments. - Feasibility Studies. - Monitoring, turnarounds and restructuring. - Business valuations.
17. MICRO FINANCE
- Regulatory Framework and Compliance. - Microfinance Products and Services. - Client Financial Literacy and Engagement. - Risk Management. - Technology in Microfinance. - Microfinance Operations. - Financial Management and Administration. - Microfinance Operations. - Impact Monitoring and Evaluation. - Leadership and Staff Development.
18. GENERIC
- Regulatory Compliance. - Water Licence Compliance. - Retired Executives who would like to contribute to the development of small businesses are courage to apply. - Any other mentorship services specific to the clients to be determined by SEDFA.



COMMODITIES/SERVICES REQUIREMENTS FOR SERVICE PROVIDERS/CONSULTANTS:

Chose by making a tick (√) from the list below.

Project Categories	Project Type	Sub-Projects	√
Finance & Legal	Joint Ventures / Ownership Agreements	Due Diligence BBEE Agreements Asset Evaluations	
	Business Registration	Statutory Registration Company Registration	
	Business Plan (indicate the sector)		
	Financial Management (implementation)	Costing Pastel Basic Bookkeeping	
	Intellectual Properties Registration	Patents Trademarks	

Project Categories	Project Type	Sub-Projects	√
Human Resource Development	Training	Financial Marketing Technical Quality Export Management	
	SEDFA Enterprise Coaching Programme		
	Skills Development Planning	Competency Assessments Training Plan Skills Gap Assessment	
	HR Policies & Procedures	Performance Management Disciplinary Procedures Remuneration Policies	

Project Categories	Project Type	Sub-Projects	√
Quality	QMS Implementation	Implementation	
	QMS Certification	Certification	
	Product Testing / Certification	Testing/Certification CE Mark, GMP	



Project Categories	Project Type	Sub-Projects	√
Productivity / Technology	Product Development	Research & Development Prototype Ergonomics Assessment	
	Process Development	Factory Layout Work Study PPC Productivity Improvements Problem Solving Techniques	
	Information Communication Technology	CAD/CAM IT Strategy ERP System MRP System	
	HR Policies & Procedures	Performance Management Disciplinary Procedures Remuneration Policies	

MARKETING PROJECT FEE

Project Categories	Project Type	Sub-Projects	√
Marketing	Marketing Plan/Strategy/Research	Marketing Plans	
	Signage		
	Promotional Material	Brochures/Flyers CD Rom Logos/B-cards	
	E- Marketing	Website E-commerce CRM	
	Trade Exhibitions		
	Market Facilitation	Tender Advice Business Linkages	
	Packaging		
	QR Code		
	Online Platform	Online subscription	



2. SEDFA COUPONS

AGREEMENT: SERVICE PROVIDER INTENT TO DELIVER SEDFA COUPON SERVICES

The applicant service provider, by signing next to a specific service, acknowledges to deliver that service at the value, minimum expected outcome and means of verification as indicated, and in accordance with the SEDFA coupon terms and conditions SUBJECT TO an approved Registration/Assessment of SEDFA Service Providers.

SEDFA retains the right to change the services, values, target markets, implementer, minimum expected outcomes, means of verification, and terms and conditions without prior notice to the service provider. The service provider will be notified of such changes, and a new agreement must be signed.

SEDFA Coupon Scheme Products and Services

SERVICE	TOTAL COUPON VALUE	SEDFA CONTR	CLIENT CONTR	EXPLANATION	OBJECTIVE/ PURPOSE	TARGET MARKET	MINIMUM EXPECTED OUTCOME & MOVs	SERVICE PROVIDER SIGNATURE
Concept plan	R 5 000	R 4 500	R 250 5%	Business concept plan and framework	To test the feasibility and viability of a business case	Start-up business	Concept document to include: • Executive summary • Desktop research • Basic feasibility and • Viability report	
SEDFA business start-up training	R 4 000	R 4 000	Free	4-day course SEDFA business start-up one course	To improve a client's basic business skills	Individuals prior to starting a business	Attendance register	
SEDFA small business skills training	R 4 000	R 4 000	Free	4-day course SEDFA small business skills training	4-day course SEDFA small business skills training	Business Owners and managers	Attendance register	



SERVICE	TOTAL COUPON VALUE	SEDFA CONTR	CLIENT CONTR	EXPLANATION	OBJECTIVE/ PURPOSE	TARGET MARKET	MINIMUM EXPECTED OUTCOME & MOVs	SERVICE PROVIDER SIGNATURE
SEDFA business Planning training	R 4 000	R 4 000	Free	4-day course SEDFA business planning training course	To train a client to draft his/her own business plan	Business Owners and managers Individuals prior to starting a business	Attendance register	
SEDFA retail – basic business skills training for hawkers	R 1 000	R 1 000	Free	1-day course	To improve hawkers' basic business skills	Hawkers	Attendance register	
Further specialised training	R 1 000 to R 10 000	R 900 to R 9 000	R 100 to R 1 000 10%	R 1 000 per person per day up to a maximum of 5 days' specialised training	i.e. CSIR Quality Training, Tshumisano FET training, etc.	For existing business owners	• Attendance register • Summary of course content signed by Service Provider	
Once-off financial clean-up	R 8 000	R 7 600	R 400 5%	Once-off financial system implementation	To establish an acceptable financial/bookkeeping system	For existing business owners	• Copy of the client's basic financial statements • Signed proof of training	
Basic costing system	R 7 000	R 6 650	R 350 5%	Implementation of costing system	To establish a correct and reliable basic costing system	For existing business owners	• Physical assistance with costing and implementation	
Market research document	R 10 000	R 9 000	R 1 000 10%	Assistance with marketing research	To develop a clear marketing strategy	For start-up and existing business owners	• Desktop research (competitors, target market, market segmentation)	



SERVICE	TOTAL COUPON VALUE	SEDFA CONTR	CLIENT CONTR	EXPLANATION	OBJECTIVE/ PURPOSE	TARGET MARKET	MINIMUM EXPECTED OUTCOME & MOVs	SERVICE PROVIDER SIGNATURE
							Direction on how to market the specific product	
Company profile	R 5 000	R 4 500	R 500 10%	A A4/5 printed company profile and in electronic version	To develop a company profile for use in e.g. tendering documents, B2B marketing, etc.	For existing business owners	A minimum run printed and electronic marketable company profile	
Assist with marketing material	R 5 000	R 4 500	R 500	Design and supply marketing material	To promote business	For existing business owners	- Minimum run business cards - Minimum run leaflets - Minimum run DL-sized Z-fold brochures - Or combination of the above	
Assist with a website	R 8 000	R 7 200	R 800 10%	Design and commission website	E-marketing	For existing business owners	- Basic website – One to three pages - Once-off commissioning costs	
Mentorship/ coaching/ consulting	R 5 000	R 4 750	R 250 5%	R 500 per hour up to a maximum of 10 hours	Hands-on business mentoring/coaching/ consulting	For existing business owners	10 hours of assistance - Report on intervention	
HR policies	R 10 000	R 9 500	R 500 5%	Development and implementation of basic	To implement minimum set of disciplinary procedures,	For existing business owners	Basic disciplinary procedures/code	



SERVICE	TOTAL COUPON VALUE	SEDFA CONTR	CLIENT CONTR	EXPLANATION	OBJECTIVE/ PURPOSE	TARGET MARKET	MINIMUM EXPECTED OUTCOME & MOVs	SERVICE PROVIDER SIGNATURE
				disciplinary procedures Basic performance management document	performance management policies and procedures		Basic performance management document	
Computer literacy training	R 1 500 to R 4 500	R 1 425 to R 4 275	R 75 to R 225 5%	R 1 500/ per person per day Maximum three days	To improve basic computer literacy skills, e.g. MS Word, MS Excel, etc.	For start-up and existing business owners	- Basic skills acquired - Copy of certificate - Or attendance register	
Basic house-keeping	R 4 000	R 3 600	R 400 10%	Facility layout	To improve efficiency of business operations	For Start-up and existing business owners	- Once-off clean-up/ layout/housekeeping - Signed-off report of work done	
Feasibility study	R 4 000	R 3 800	R 200 5%	NA	To test the feasibility of the business concept, product and/or service in the market place	For start-up and existing business owners	Feasibility study report	
Viability study	R 4 000	R 3 800	R 200 5%	NA	To test the viability of the business concept, product and/or service in the market place	For start-up and existing business owners	Viability study report	



SERVICE	TOTAL COUPON VALUE	SEDFA CONTR	CLIENT CONTR	EXPLANATION	OBJECTIVE/ PURPOSE	TARGET MARKET	MINIMUM EXPECTED OUTCOME & MOVs	SERVICE PROVIDER SIGNATURE
Tender application assistance	R 2 000	R 1 900	R 100 5%	NA	Assist with the completion of tender application	For start-up and existing business owners	Signed-off copy of first page of completed tender application	
CIPC, SARS & UIF registrations	R 350	R 350	R 0	Registration of informal businesses with CIPC, SARS & UIF (where applicable)	Assist informal businesses to register their businesses with CIPC, SARS and UIF (where applicable)	Informal businesses	• CIPC certificate, • Proof of SARS Tax compliance status (Tax Pin), • Proof of employer UIF reference number	
Tax Clearance Certificate (TCC)	R 200	R 200	R 0	Request a tax clearance certificate online	Assisting clients to obtain a Tax Clearance Certificate from SARS	Formal/informal businesses	SARS Tax Compliance Status (Tax PIN)	
CIPC Annual Returns	R 200	R 200	R 0	Submit annual returns to CIPC as is required by the Companies Act 71 of 2008 (Penalties for client account)	Assisting clients to file their annual returns with CIPC	Formal/informal businesses	Proof of business status on CIPC	
UIF Certificate of Compliance/ Letter of Good Standing	R 100	R 100	R 0	Apply for the UIF compliance certificate	Assisting the client to apply for the UIF compliance certificate	Formal/informal businesses	UIF Certificate of Compliance/ Letter of Good Standing	
CPE Writer (One pager)	R 1 400	R 1 400	R 0	Conducting of a diagnostic assessment using the CPE	Assess the current situation of the business.	Informal & micro businesses	CPE Writer (One pager)	



SERVICE	TOTAL COUPON VALUE	SEDFA CONTR	CLIENT CONTR	EXPLANATION	OBJECTIVE/ PURPOSE	TARGET MARKET	MINIMUM EXPECTED OUTCOME & MOVs	SERVICE PROVIDER SIGNATURE
				Writer (One pager) Tool	Provide recommendations of the necessary business development support.			
Business Canvas Model	R 1 400	R 1 400	R 0	Conducting of a diagnostic assessment using the Business Canvas Model	Assess the current situation of the business. Provide recommendations of the necessary business development support.	Informal & micro businesses	Business Canvas Model	
Small Business Assessment Tool (SBAT)	R 1 000	R 1 000	R 0	Conducting of a diagnostic assessment using the SBAT	Assess the current situation of the business. Provide recommendations of the necessary business development support.	MSMEs /Co-Operatives	SBAT report	
Assessment of Company Operations (ACO)	R 3 000	R 3 000	R 0	Conducting of a diagnostic assessment using the ACO tool	Assess the current situation of the business. Provide recommendations of the necessary business	MSMEs/Co-Operatives	ACO report	



SERVICE	TOTAL COUPON VALUE	SEDFA CONTR	CLIENT CONTR	EXPLANATION	OBJECTIVE/ PURPOSE	TARGET MARKET	MINIMUM EXPECTED OUTCOME & MOVs	SERVICE PROVIDER SIGNATURE
					development support.			
Critical Path Evaluation (CPE)	R 3 000	R 3 000	R 0	Conducting of a diagnostic assessment using the CPE tool	Assess the current situation of the business. Provide recommendations of the necessary business development support.	MSMEs/Co-Operatives	CPE report	
Export Readiness Assessment Tool (ERAT)	R 1 500	R 1 500	R 0	Conducting of a diagnostic assessment using the ERAT tool	Assess the current situation of the business. Provide recommendations of the necessary business development support.	MSMEs/Co-Operatives	ERAT report	
Impact Assessment (IA)	R 1 000	R 1 000	R 0	Conducting of an impact assessment using a designated template	Assess the current situation of the business and track the impact of an intervention on a business.	MSMEs/Co-Operatives	Completed Impact Assessment (IA) report	
Bookkeeping support	R 7 000	R 7 000	R 0	The recording, storing and retrieving of financial	To assist informal businesses on how to keep books for their businesses	Informal and micro businesses	The cash book with records <u>for one month</u>.	



SERVICE	TOTAL COUPON VALUE	SEDFA CONTR	CLIENT CONTR	EXPLANATION	OBJECTIVE/ PURPOSE	TARGET MARKET	MINIMUM EXPECTED OUTCOME & MOVs	SERVICE PROVIDER SIGNATURE
				transactions for a business.	To train the owner manager on how to record transactions in the cash book, file receipts and invoices, and record the debtors on the debtor ledger.		• One file with invoices and receipts inside, properly filed. • Attendance register signed by the client and SP as proof of training and monitoring by the SP.	
Coaching/ Handholding support	R 8 000	R 8 000	R 0	Coaching informal businesses on how to keep books for their businesses <u>(Twice a month for period of 5 months)</u>	Hands on business mentoring/ coaching consultations	Informal and micro businesses	• Report on intervention • Monthly financial statements	

Coupon Terms and Conditions

The following Coupon Terms and Conditions must be printed on the reverse side of both **SEDFA** coupon copies:

2.1. This may only be:

2.2.1 Issued to the client indicated on this coupon

2.2.2 Used to deliver the services indicated on the coupon

2.2.3 Redeemed by the service provider indicated on the coupon.

2.2. This coupon is valid for a maximum period of three months from the issue date to expiry date. The coupon must therefore:



- 2.3. Be submitted to the issuing SEDFA Branch at least five working days before the expiry date so that SEDFA can examine all accompanying documents as required in paragraph 4 allowing the Service Provider and/or client to take remedial action if required.
- 2.4. Should this coupon expire before submission to SEDFA, the coupon will be cancelled and the client will have to re-apply for a new coupon to effect the redemption process.
- 2.5. SEDFA will not be liable for any damages or losses by the client and/or service provider because of this coupon expiring.
- 2.6. The indicated service provider may only start delivering the agreed service(s) upon receipt of this duly signed coupon.
- 2.7. This coupon may only be redeemed if:

Signed by the client for services delivered.
 - 2.7.1 Signed by the Service Provider for services rendered.
 - 2.7.2 Accompanied by an invoice from the Service Provider.
 - 2.7.3 Proof of services rendered is provided (for example - copy of the business plan, training certificate, customer feedback, brochure developed, etc.).
 - 2.7.4 Completed Customer Satisfaction Survey (CSS) signed by client.
- 2.8. The service provider will be paid within 30 days from the date of submission of the aforementioned documents to the Branch, provided that all the requirements for redemption are in order.
- 2.9. The client should only endorse (sign) the coupon if satisfied with the services provided.
- 2.10. The client has the right to lodge a complaint if not satisfied with the services provided. In such a case SEDFA must be notified so that the Branch can attend to the complaint.

Signed at _____ date _____ by _____, the duly authorised representative of the applicant Service Provider.

Signature of Applicant Service Provider

Signed at _____ date _____ by _____, the duly authorised representative of SEDFA.

Signature of SEDFA Branch Manager



ATTACH TO THE REGISTRATION / ASSESSMENT OF SEDFA SERVICE PROVIDERS IF APPLICABLE.

3. REGIONAL REACH

- 3.1. The bidder must indicate their regional coverage and the commodities they are bidding for.

4. TIMEFRAME/CONTRACT DURATION

- 4.1. The contract will be valid for a period of three (03) years.
- 4.2. The appointment of the service provider(s) will be on an as and when required for a period of three (03) years, effective immediately after the signing of the SLA, subject to an annual review of the service provider's performance.

5. EXPECTED DELIVERABLES

- 5.1. Reports submitted and approved after every delivery.
- 5.2. Monthly and quarterly performance reports depending on agreement made.

6. GOVERNANCE AND OVERSIGHT

- 6.1. SEDFA reserves the right to conduct supplier due diligence prior to inclusion in the panel or at any time during the contract period. This may include site visits.

7. FEES AND COSTS

- 7.1. The bidders must propose a transparent and competitive fee structure.
- 7.2. Pricing (Attached separate price schedule, stating all pricing information including level of seniority, hourly rate, cost, fees, etc) as illustrated below. This should be in line with the DPSA rating.

DESCRIPTION	RATE PER HOUR
Senior Consultant	
Junior Consultant	

- 7.3. Rates must be quoted in South Africa Rands inclusive of VAT.
- 7.4. Rates must be clearly include a breakdown of fees, expenses and contingencies where applicable and these should be market related.
- 7.5. Details of additional fees if any.

8. PRICING

- 8.1. Pricing (costs must state all pricing information including levels of seniority, hourly rates, costs, fees, etc.) as illustrated below. This should be in line with the DPSA rating.
- 8.2. Complete the table below, listing only the Rate per Hour for skills that a bid will be submitted for.



No	Name of Resource/Expert	Designation	Years of Experience	Hourly Rate (VAT Excl.)
1				
2				
3				

- 8.3. Rates must be quoted in South African Rands inclusive of VAT
- 8.4. Rates must clearly incite a breakdown of fees, expenses and contingencies where applicable and these should be market related.
- 8.5. Details of additional fees if any.
- 8.6. Pricing must include all increases/escalations that will be incurred for the duration of the contract.
- 8.7. Please check the correctness of ALL Calculations/Total Price/Rate per Hour stated for pricing purposes.
- 8.8. Remuneration will be subject to negotiations, not exceeding the applicable rates as contained in the cost containment instruction note 03 of 2017/2018.

9. BID PROPOSAL FORMAT

All bidders must return their proposals categorised and indexed under the following sections:

10. SECTION 1: LEGISLATIVE REQUIREMENTS

The bidder must supply the required documentation as outlined in this Request for Bid document as outlined in item 3.4.5.

11. SECTION 2: MANDATORY REQUIREMENTS

The bidder must provide the information set out in the mandatory and requirements stated in the bid document.

12. SECTION 3: COMPANY PROFILE, EXPERIENCE & REFERENCE LETTERS (FUNCTIONALITY REQUIREMENTS)

The bidder must provide the information set out in the functionality requirements stated in the bid document.

The bidder must attach a detailed copy of the company's profile, clearly outlining the number of years in the service categories/discipline bidding for with a clear indication of experience in the industry.

Experience and reference letters as outlined in the evaluation criteria must be submitted as part of this **Section 3 table (a)**.



13. SECTION 4: PROPOSED TEAM CV'S, QUALIFICATIONS AND EXPERIENCE

The bidder must complete **Section 4 table (b)**, outlining the experience of the bidders' proposed team/staff that will be assigned to deliver the project. Should any of these team/staff members be replaced, authorisation must be requested from SEDFA.

The proposed replacement must meet the requirements as outlined in this Scope of Work/TOR.

A Curriculum Vitae must be attached for each staff member who will be assigned to the project team.

Submit **Curriculum Vitae** to substantiate staff experience and submit **proof of qualifications**.

14. SECTION 5: CASE STUDIES

The bidder must supply the required documentation as outlined.

15. SECTION 6: PRICING PROPOSAL

Bidder must submit a pricing proposal as outlined in the Bid Proposal Template (Appendix 1).

16. SECTION 7: ADDITIONAL INFORMATION

Any additional information pertinent to the proposal can be attached under this Section.

An electronic editable copy of the Bid Proposal Template will be available on the SEDFA website: <http://www.sedfa.org.za/publications/tenders>



APPENDIX 1

BID PROPOSAL COVER PAGE

APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO PROVIDE MENTORSHIP, CONSULTING, TECHNICAL, AND BUSINESS SUPPORT SERVICES FOR SMALL ENTERPRISE DEVELOPMENT AND FINANCE AGENCY (SEDFA) FOR A PERIOD OF THREE (03) YEARS.

Bid Number	
MAAA Number	
Company name	
CSD Number	
Contact Person	
Telephone Number	
e-mail address	



SECTION 1: LEGISLATIVE REQUIREMENTS

Attach all required documentation behind this section.



SECTION 2: MANDATORY & FUNCTIONALITY REQUIREMENTS

The bidder must provide the information set out in the mandatory and requirements stated in the bid document.



SECTION 3: COMPANY PROFILE EXPERIENCE & REFERENCE LETTERS

Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in the bid document. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with this Returnable Schedule.

The bidder must provide the following information for **Each of the Service Category** the bidder is bidding for:

Table (a) Details of the bidder's current and past relevant experience in the service categories the bidder is bidding for (**please refer to Annexure C**).

Service Category	Client Full Name	Description of project	Transaction Value	Project period		Description of service performed and extent of Bidder's responsibilities	Name, title, and telephone contact of client
				Start Date	End Date		



SECTION 4: BIDDER TEAM QUALIFICATIONS AND EXPERIENCE

Table (b) Details of the bidder's proposed team of lawyers (please refer to **Annexure C**).

NAME & SURNAME OF TEAM/STAFF MEMBER	DESIGNATION	QUALIFICATIONS	ROLE/DUTIES IN PROJECT	NUMBER YEARS OF EXPERIENCE	RELEVANT CONTRACT EXPERIENCE
					PROJECTS WORK ON, CLIENT DETAILS



SECTION 5: CASE STUDIES MENTORS

The bidder must supply the required documentation as outlined.



SECTION 6: PRICING PROPOSAL

Bidders are required to submit price proposal based on the following:



SECTION 7: ADDITIONAL INFORMATION

Any additional information that is considered pertinent to the proposal can be attached under this section.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFB 04-2026/2027	CLOSING DATE: 02 September 2026	CLOSING TIME:	11:00 AM	
DESCRIPTION	APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO PROVIDE MENTORSHIP, CONSULTING, TECHNICAL, AND BUSINESS SUPPORT SERVICES FOR SMALL ENTERPRISE DEVELOPMENT AND FINANCE AGENCY (SEDFA) FOR A PERIOD OF THREE (03) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Small Enterprise Development & Finance Agency (Sedfa) -Head Office: Centurion					
11 Byls Bridge Office Park, Building 14 Block D					
Cnr Jean Avenue & Olievenhoutbosch, Highveld					
Centurion					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sebotse Mokgabudi		CONTACT PERSON	Sebotse Mokgabudi	
TELEPHONE NUMBER	012 748 9725		TELEPHONE NUMBER	012 748 9725	
E-MAIL ADDRESS	smokgabudi@sedfa.org.za		E-MAIL ADDRESS	smokgabudi@sedfa.org.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 A 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 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, 2017, 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:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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.

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

2.3.1 If so, furnish particulars:

.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

- 3.5 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.
- 3.6 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.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....

Signature

.....

Date

.....

Designation

.....

Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to RFQ's/Tenders:

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

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

a) The applicable preference point system for this RFQ/Tender is the **80/20** preference point system.

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 RFQ/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 RFQ/Tender to claim points for **Specific Goals** with the RFQ/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 RFQ/Tender is adjudicated or at any time subsequently, to substantiate any claim regarding 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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement

Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific Goals for the RFQ/Tender and points claimed are indicated as per the table below.

(The 80/20 preference point system is applicable, corresponding points will also be indicated as such).

(Note to Tenderers: The tenderer must indicate how they claim points for each preference point system. Failure of the tenderer to submit the fully completed SBD 6.1 with the points claimed and supported by proof/documentation will result in points being forfeited)

Specific Goals Allocated and Points to claimed in terms of this RFQ		
Indicate the following to support this claim. Failure to provide the required information will result in being forfeited.		
Indicate Number of <u>Full Time Employed Paid Employees</u> :		_____
Total Annual Turnover or Revenue:		R_____
Size of Enterprise	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Micro Enterprise	8	
Small Enterprise	5.6	
Medium Enterprise	3.2	
Large Enterprise	0.8	

Sworn Affidavit/ BBBEE Certificate (Ownership aligned to B-BBEE Status Level)								2	
L1	L2	L3	L4	L5	L6	L7	L8		
2	1.75	1.50	1.25	1	0.75	0.25	0		
Black Women Owned (more/≥30% owned)								4	
Target Group: Youth								2	
Spatial: Rural								4	
Spatial: Townships								2.4	
Spatial: City								0.8	

The National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies as gazette 15 March 2019

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	51 - 250	≤ 35,0 million
	Small	11- 50	≤ 17,0 million
	Micro	0 – 10	≤ 7,0 million
Mining and Quarrying	Medium	51 - 250	≤ 210,0 million
	Small	11- 50	≤ 50,0 million
	Micro	0 – 10	≤ 15,0 million
Manufacturing	Medium	51 - 250	≤ 170,0 million
	Small	11- 50	≤ 50,0 million
	Micro	0 – 10	≤ 10,0 million
Electricity, Gas and Water	Medium	51 - 250	≤ 180,0 million
	Small	11- 50	≤ 60,0 million
	Micro	0- 10	≤ 10,0 million
Construction	Medium	51 - 250	≤ 170,0 million
	Small	11- 50	≤ 75,0 million
	Micro	0- 10	≤ 10,0 million
Retail, motor trade and repair services.	Medium	51 - 250	≤ 80,0 million
	Small	11- 50	≤ 25,0 million
	Micro	0 – 10	≤ 7,5 million
Wholesale	Medium	51 - 250	≤ 220,0 million
	Small	11- 50	≤ 80,0 million
	Micro	0 – 10	≤ 20,0 million
Catering, Accommodation and other Trade	Medium	51 - 250	≤ 40,0 million
	Small	11- 50	≤ 15,0 million
	Micro	0 – 10	≤ 5,0 million
Transport, Storage and Communications	Medium	51 - 250	≤ 140,0 million
	Small	11- 50	≤ 45,0 million
	Micro	0 – 10	≤ 7,5 million
Finance and Business Services	Medium	51 - 250	≤ 85,0 million
	Small	11- 50	≤ 35,0 million
	Micro	0- 10	≤ 7,5 million
Community, Social and Personal Services	Medium	51 - 250	≤ 70,0 million
	Small	11- 50	≤ 22,0 million
	Micro	0 – 10	≤ 5,0 million

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:

.....



CONSENT FORM

I/We, the undersigned _____ (Full names and surname) with Identity Number _____ hereby certify that I/we are the shareholders/official representatives of _____ (Company name) with company Registration Number _____ hereby declare, agree and undertake the following towards SEDFA.

(Hereinafter):

1. I/We hereby give consent to SEDFA or such other person or entity that SEDFA may designate, the absolute right and permission to conduct checks, assessments and to verify my information in order to evaluate, adjudicate and reporting to authorities as per the National Treasury's requirements.
2. I/We acknowledge that SEDFA is committed to protecting and promoting the privacy of my/our Personal Information including that of entity or any other individuals or organisation and to give effect to the constitutional right to privacy and to fulfil its obligations under the Protection of Personal Information Act No 4 of 2013 (Hereinafter 'POPI').
3. I/We hereby give consent to SEDFA to process my/our Personal Information where the processing is necessary and only for purposes verifications in the evaluation of submitted proposals for RFQs, bids, payments and reports.
4. SEDFA acknowledges and agrees that the Personal Information will not, under any circumstances, be processed for purposes prohibited by POPI and/or the principles contained in POPI and that the processing of Personal Information will be done fairly and in accordance with legal provisions, given that the purpose for which processing of the Personal Information is adequate, relevant and not excessive.
5. SEDFA herewith defend, indemnify and hold you harmless from any action or claim of any nature whatsoever that might be brought by any person whatsoever against you as a result of any personal loss, injury or damage arising directly or indirectly from any act or omission on SEDFA's part relating to or incidental to the failure from SEDFA's part to honour the above provisions, or otherwise, as the case may be.
6. I/We acknowledge and agree that I/We have read this consent form in its entirety and that I/We fully understand the nature, content and implications hereof and agree hereto, and that I/We shall be fully bound hereto from date of signature hereof.

Signed at _____ on this _____ day of _____ 20____

Print Name and Surname:

(Company Representative's Signature)

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
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.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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 | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE
Agri Sector

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name <i>(If applicable)</i>	
Registration Number:	
Vat Number <i>(If applicable)</i>	
Nature of Business	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Definition of “Black Designated Groups”	“Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”
--	---

4. The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• **Black Designated Group Owned % Breakdown** as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas _____%
- Black Military Veterans % = _____%

• Based on the ☐ Financial Statements ☐ Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less.

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
More than 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION CODE)**

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:			
Trading Name <i>(If applicable)</i>			
Registration Number:			
Vat Number <i>(If applicable)</i>			
Enterprise physical address			
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)			
Nature of Business in Construction Sector	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"		
Definition of "Black Designated Groups"	"Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011."		

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013:

- The Enterprise is _____ % **Black Owned**
- The Enterprise is _____ % **Black Female Owned**
- The Enterprise is _____ % **Owned by Black Designated Group** (provide Black Designated Group Breakdown below as per definition in the table above)
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas _____ %
 - Black Military Veterans % = _____ %
- Based on the ☐ Audited Financial Statements ☐ Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was less than the applicable amount confirmed **by ticking the applicable box below.**

BEP	R 1.8 million	
Contractor	R 3.0 million	
Supplier	R 3.0 million	

If the turnover exceeds the applicable amount in the table above, then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE
Financial Sector

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name <i>(If applicable)</i>	
Registration Number:	
Vat Number <i>(If applicable)</i>	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Definition of “Black Designated Groups”	“Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”
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4. The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• **Black Designated Group Owned % Breakdown** as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas _____%
- Black Military Veterans % = _____%

• Based on the ☐ Financial Statements ☐ Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less.

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
More than 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
More than 50% black owned (Existing Equity Deal prior to AFSC)	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If applicable)	
Registration Number:	
Vat Number (If applicable)	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	
Nature of Business	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and underdeveloped areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011."

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **Black Designated Group Owned % Breakdown** as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas _____%
 - Black Military Veterans % = _____%

- Based on the ☐ Audited Financial Statements ☐ Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less.
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - ICT

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If applicable)	
Registration Number:	
Vat Number (If applicable)	
Nature of Business	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- I hereby confirm the above ownership was achieved using the flow through principle.

Definition of “Black Designated Groups”	“Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”
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4. The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• **Black Designated Group Owned % Breakdown** as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas _____%
- Black Military Veterans % = _____%

• Based on the ☐ Financial Statements ☐ Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less.

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
More than 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – MAC
Public Relations

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name <i>(If applicable)</i>	
Registration Number:	
Vat Number <i>(If applicable)</i>	
Nature of Business	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Definition of “Black Designated Groups”	“Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”
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4. The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• **Black Designated Group Owned % Breakdown** as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas _____%
- Black Military Veterans % = _____%

• Based on the ☐ Financial Statements ☐ Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was R5,000,000.00 (Five Million Rands) or less.

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
More than 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – MAC
Marketing, Advertising, and Communications Research Industry

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name <i>(If applicable)</i>	
Registration Number:	
Vat Number <i>(If applicable)</i>	
Nature of Business	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- I hereby confirm the above ownership was achieved using the flow through principle.

Definition of “Black Designated Groups”	“Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”
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4. The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• **Black Designated Group Owned % Breakdown** as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas _____%
- Black Military Veterans % = _____%

• Based on the ☐ Financial Statements ☐ Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less.

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
More than 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE
Property – Asset Based

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name <i>(If applicable)</i>	
Registration Number:	
Vat Number <i>(If applicable)</i>	
Nature of Business	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Definition of “Black Designated Groups”	“Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”
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4. The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• **Black Designated Group Owned % Breakdown** as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas _____%
- Black Military Veterans % = _____%

• Based on the ☐ Financial Statements ☐ Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the Net Assets value was R80,000,000.00 (Eighty Million Rands) or less.

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
More than 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE
Property – Estate Agencies, Broking, Valuation Companies

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name <i>(If applicable)</i>	
Registration Number:	
Vat Number <i>(If applicable)</i>	
Nature of Business	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Definition of “Black Designated Groups”	“Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”
--	---

4. The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• **Black Designated Group Owned % Breakdown** as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas _____%
- Black Military Veterans % = _____%

- Based on the ☐ Financial Statements ☐ Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was R2,500,000.00 (Two Million, Five Hundred Thousand Rands) or less.

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
More than 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE
Property – Service Based

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name <i>(If applicable)</i>	
Registration Number:	
Vat Number <i>(If applicable)</i>	
Nature of Business	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Definition of “Black Designated Groups”	“Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”
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4. The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• **Black Designated Group Owned % Breakdown** as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas _____%
- Black Military Veterans % = _____%

• Based on the ☐ Financial Statements ☐ Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less.

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
More than 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – SPECIALISED ENTITY ONLY -
GENERAL – which include (Not limited to) Non-Profit Organisations, Non-Profit Companies,
Public Benefit Organisations etc.**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name <i>(If applicable)</i>	
Registration Number:	
Vat Number <i>(If applicable)</i>	
Enterprise physical address	
Type of entity (NPO, PBO etc.)	
Nature of Business	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”

3. I hereby declare under Oath that:

- The Enterprise has _____% **Black Beneficiaries** as per as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Beneficiaries** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Designated Group Beneficiaries** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **Black Designated Group Beneficiary % Breakdown** as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas _____%
 - Black Military Veterans % = _____%
- Based on the ☐ Audited Financial Statements ☐ Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue/Allocated Budget /Gross Receipts was R10,000,000.00 (Ten Million Rands) or less.
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

At least 75% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – Tourism

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If applicable)	
Registration Number:	
Vat Number (If applicable)	
Nature of Business	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Definition of “Black Designated Groups”	“Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”
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4. The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• **Black Designated Group Owned % Breakdown** as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas _____%
- Black Military Veterans % = _____%

• Based on the ☐ Financial Statements ☐ Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was R 5,000,000.00 (Five Million Rands) or less.

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
More than 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

SWORN AFFIDAVIT – MAC B-BBEE QUALIFYING SMALL ENTERPRISE
Marketing, Advertising and Communications Research Industry

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
VAT Number	
Nature of Business	
Enterprise Address	

Definition of “Black People”

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013

“Black People” is a generic term which means Africans, Coloureds and Indians –

- (a) Who are citizens of the Republic of South Africa by birth or descent; or*
- (b) Who became citizens of the Republic of South Africa by naturalization*
 - i. Before 27 April 1994; or*
 - ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date*

3. I hereby declare under oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- I hereby confirm the above ownership was achieved using the flow through principle.

Definition of “Black Designated Groups”

Black designated groups: Means

- a) Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution*
- b) Black people who are youth as defined in the National Youth Commission Act of 1996*
- c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act*
- d) Black people living in rural and under-developed areas*
- e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;*

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, (YYYY/MM/DD) the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
Is at least 51% black owned	Level Two (125% B-BBEE procurement recognition)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL FINANCIAL INSTITUTION
FINANCIAL SECTOR**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Name of industry within the financial sector:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per the Amended Financial Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per the Amended Financial Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per the Amended Financial Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
50% Black Owned (Only for deals existing prior to the gazette) or at least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE Qualifying Small Enterprise - General

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If applicable)	
Registration Number:	
Vat Number (If applicable)	
Nature of Business	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- I hereby confirm the above ownership was achieved using the flow through principle.

Definition of “Black Designated Groups”	“Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”
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4. The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• **Black Designated Group Owned % Breakdown** as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas _____%
- Black Military Veterans % = _____%

• Based on the ☐ Audited Financial Statements ☐ Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million).

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
More than 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:

SWORN AFFIDAVIT – B-BBEE Qualifying Small Enterprise - ICT

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a ☐ Member ☐ Director ☐ Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name <i>(If applicable)</i>	
Registration Number:	
Vat Number <i>(If applicable)</i>	
Nature of Business	
Enterprise physical address	
Type of entity (CC, (Pty) Ltd. Sole Proprietor, etc.)	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

3. I hereby declare under Oath that:

- The Enterprise is _____% **Black Owned** using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% **Black Female Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- I hereby confirm the above ownership was achieved using the flow through principle.

Definition of “Black Designated Groups”	“Black Designated Groups mean: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution. (b) Black people who are youth as defined in the National Youth Commission Act of 1996. (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act. (d) Black people living in rural and underdeveloped areas. (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.”
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4. The Enterprise is _____% **Black Designated Group Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• **Black Designated Group Owned % Breakdown** as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas _____%
- Black Military Veterans % = _____%

• Based on the ☐ Financial Statements ☐ Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million).

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
More than 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & Stamp

Date:



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – PROPERTY SECTOR

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
VAT Number:	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:
 - The Enterprise is _____% Black Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
 - The Enterprise is _____% Black Woman Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
 - The Enterprise is _____% Black Designated Group Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, please confirm on the table below by ticking the Nature of your business in Property.

Asset Based	Net Assets Between R80 - R400 million	
Service Based*	Annual Turnover Between R10 - R50 million	
Estate Agencies/Broking/ Valuation Companies	Annual Turnover Between R2.5 - R35 Million	

*Service Based company would be anyone that is not property owner and/or Estate Agency/Broker/Valuer.

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – SPECIALISED ENTITY -
GENERAL - which include (Not Limited to) Non-Profit Organisations, Non-Profit Companies,
Public Benefit Organisations etc.**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____(DD/MM/YYYY), the annual Total Revenue/Allocated Budget/Gross Receipts was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Date:

SWORN AFFIDAVIT – B-BBEE TOURISM QUALIFYING SMALL ENTERPRISE

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
VAT Number	
Nature of Business	
Enterprise Address	

Definition of "Black People"

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013

"Black People" is a generic term which means Africans, Coloureds and Indians –

- (a) Who are citizens of the Republic of South Africa by birth or descent; or*
- (b) Who became citizens of the Republic of South Africa by naturalization*
 - i. Before 27 April 1994; or*
 - ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date*

3. I hereby declare under oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

Definition of "Black Designated Groups"

Black designated groups: Means

- a) Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution*
- b) Black people who are youth as defined in the National Youth Commission Act of 1996*
- c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act*
- d) Black people living in rural and under-developed areas*
- e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;*

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R5,000,000.00 (Five Million Rands) and R45,000,000.00 (Forty Five Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from date signed by the commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp