TSHWANE AUTOMOTIVE
SPECIAL ECONOMIC ZONE

AFRICA'S FIRST AUTOMOTIVE CITY

REQUEST FOR PROPOSALS	
RFP Description:	Provision of ISO IMS (ISO 9001, 14001 & 45001) Internal Audit Services for a Period of 3 Years
RFP Number:	RFP004/2026
Closing Date:	11 September 2026
Closing Time:	12h00
RFP Validity Period:	120 Calendar Days
Compulsory Briefing: **Yes** ☒ **No** ☐	Compulsory Briefing Session Details: Date: 28 August 2026 Time: 09: 00 – 12:00 Venue: TASEZ Central Hub Manitoba, The Willows 340-Jr, Pretoria, 0081 (https://maps.app.goo.gl/wLFGy6DMQjRvwb3M6) -25.724726382342713, 28.346095328460148
TASEZ Enquiry Details:	
Name:	SCM Office
Contact Numbers:	012 940 6378
Email Address:	rfqs-rfps@tasez.co.za
Delivery Address:	The Procurement Officer Tshwane Automotive Special Economic Zone Building 21, Council for Scientific and Industrial Research (CSIR), Meiring Naudé Road; Brummeria; Pretoria (Gauteng)
Special Note for Bidder:	

Bidders Name:	
Total Bid Price (All Inclusive)	**R**

Table of Contents

List of Tables

1. Introduction

TASEZ has adopted an Integrated Management System based on ISO 9001: 2015, 14001:2015 and 45001:2018 as vehicles to improve organisational operations and performance. The ISO based IMS system is the world's most recognised Management System standards which aims to help organisations meet the needs of their customers, health and safety and environmental requirements and those of stakeholders more effectively. This is achieved by building a framework to ensure consistent quality in providing goods and/or services.

TASEZ is currently implementing the IMS System and will require the services of independent Internal Auditors to verify compliance and performance of the organisational processes and systems. It is the requirement of ISO standards Clauses 9.2.1 that the organisation shall conduct internal audits at planned intervals to provide information on whether the quality management system:

1.1. Conforms to:
   - 1.1.1. the organisation's own requirements for its quality management system
   - 1.1.2. the requirements of this International Standard

1.2. Is effectively implemented and maintained.

This is a requirement, and the internal audit should be conducted before the Certification Audit is conducted. A decision has been made by the system drivers to use the services of external audit services providers for the first circle of certification as the organisation will be working on entrenching and embedding the system and getting internal resources trained on internal auditing. Peer reviews will also be conducted to benchmark our systems with other SEZs like AIDC, Coega, etc, but these will not suffice as internal audits.

TASEZ requires to source the services of the IMS Internal Auditors through an RFQ process to provide ISO Internal Audit Services to TASEZ for a period of three (3) years.

This Request for Proposals (RFP) is for the appointment of a service provider for **Provision of ISO IMS (ISO 9001, 14001 & 45001) Internal Audit Services for a Period of 3 Years**

2. SBD 1 Form – Invitation to Bid

2.1. Invitation to Bid

You are Hereby Invited to Bid for Requirements of the (Name of Department/ Bidder Entity)					
Bid Number:	**TASEZ/RFP004/2026**	**Closing Date:**	**11 September 2026**	**Closing Time:**	12h00
Description:	**Provision of ISO IMS (ISO 9001, 14001 & 45001) Internal Audit Services for a Period of 3 Years**				
The Successful Bidder will be Required to Fill in and Sign a Written Contract Form (SBD7).					

Bid Response Documents May Be Deposited in the Bid Box Situated at (Street Address):

Tshwane Automotive Special Economic Zone (Main Entrance) CSIR Campus, Building 21 Meiring Naude Road, Pretoria, 0184				
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				
	TCS PIN:		OR	CSD No:
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	☐ Yes ☐ No	B-BBEE Status Level Sworn Affidavit	☐ Yes ☐ No	
If yes, who was the Certificate Issued by?				
An accounting officer as contemplated in the Close Corporation Act (CCA) and name the applicable in the tick box	☐	An Accounting Officer as Contemplated in the Close Corporation Act (CCA)		
	☐	A Verification Agency Accredited by the South African Accreditation System (SANAS)		
	☐	A Registered Auditor		
		Name:		
[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 Part B:3 Below]	
Signature of Bidder	....	**Date**	....	
Capacity under which this Bid is Signed. (Attach Proof of Authority to Sign this Bid, e.g., Resolution of Directors, etc.)				
Total Number of Items Offered		Total Bid Price (All Inclusive)	R	

Bidding Procedure Enquiries may be Directed to:		**Technical Information may be Directed to:**	
Department/ Bidder Entity	SCM TASEZ	Contact Person	SCM Office
Telephone Number	012 940 6378	Facsimile Number	012 940 6378
Facsimile Number	N/A	E-Mail Address	rfqs-rfps@tasez.co.za
E-Mail Address	rfqs-rfps@tasez.co.za		

2.2. Tender Notice and Invitation to Tender

Tenders are hereby invited for the services below.

Tender Number:	TASEZ/RFP004/2026
Organisation:	Tshwane Automotive Special Economic Zone (TASEZ) – Silverton
Division:	Infrastructure Development Division
Tender Description:	Provision of ISO IMS (ISO 9001, 14001 & 45001) Internal Audit Services for a Period of 3 Years

The address for collection of tender documents is: www.tasez.co.za from the **17 August 2026.**
Queries relating to the issue of these documents may be addressed to Ms Lucia Buda, at e mail address rfqs-rfps@tasez.co.za.
A compulsory clarification meeting with representatives of the *Employer* will take place at as follows: - N/a
The closing time for receipt of tenders is **12:00** hrs on **11th September 2026.** Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.
Tenders may only be submitted on the tender documentation that is issued.
The contract conditions will be based on the Service Level Agreement (SLA).
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data and the Conditions of Tender.

We look forward to receiving your tender by the date and time stated.

Yours faithfully,

Chief Executive Officer – Acting

TASEZ

2.3. Terms and Conditions for Bidding

2.3.1. Proprietary Information

2.3.1.1. TASEZ considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to TASEZ. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of TASEZ.

2.3.2. Enquiries and Communication

2.3.2.1. All communication and attempts to solicit information of any kind relative to this tender should be in writing and directed to: Email address: rfqs-rfps@tasez.co.za.

2.3.2.2. Clarification questions from Bidder will be closed **Five (5) Days** before the date of closure of the RFP. Note that the last date for request for information pertaining to this tender will be on the **04 September 2026**.

2.3.2.3. Bidders may not contact any other TASEZ employee besides contact person mentioned on Paragraph 2.3.2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

2.3.2.4. All the documentation submitted in response to this tender must be in English.

2.3.2.5. The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by TASEZ in regard to anything arising from the fact that pages are missing or duplicated.

2.3.2.6. If the Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this RFP or any other information provided by TASEZ (other than minor clerical matters), the Bidder must promptly notify TASEZ in writing of such discrepancy, ambiguity, error or inconsistency in order to afford TASEZ an opportunity to consider what corrective action is necessary (if any).

2.3.2.7. Any actual discrepancy, ambiguity, error, or inconsistency in the RFP or any other information provided by TASEZ will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

2.3.2.8. All persons (including Bidders) obtaining or receiving the RFP and any other information in connection with the RFP must keep the contents of the RFP and other such information confidential and not disclose or use the information except as required for the purpose of developing a response to the RFP.

2.3.3. Validity Period

2.3.3.1. Responses to this tender received from suppliers will be valid for a period of **120 Calendar Days** counted from the closing date of the tender.

2.3.4. Submission of Tenders

2.3.4.1. All submissions must be marked: "For attention: Supply Chain Management" with the RFP Number included and hand delivered. The Tender Box is situated at the **Main Gate**. The address is: -

The Procurement Officer
Tshwane Automotive Special Economic Zone
Building 21, Council for Scientific and Industrial Research (CSIR), Meiring Naudé Road; Brummeria; Pretoria (Gauteng)

2.3.4.2. Bid documents shall only be considered when received on or before the closing date and time which is **11 September 2026** at **12h00**. Late proposals will not be considered. RFP documents will not be opened in Bidder; however, the results will be published on the TASEZ website.

2.3.4.3. Tenders should be submitted bound in a sealed envelope, and Bidders are required to submit as follows: -

2.3.4.3.1. **One (1) Original**

2.3.4.3.1.1. One original of the completed RFP document shall be placed in a sealed envelope marked: **Provision of ISO IMS (ISO 9001, 14001 & 45001) Internal Audit Services for a Period of 3 Years.**

2.3.4.3.1.2. The **Closing Date and Time**, **Company Name** and the **Return Address** must also be endorsed on the envelope.

2.3.4.3.1.3. If a **Courier Service Company** is being used for delivery of the bid document, the bid description must be endorsed on the **Delivery Note / Courier Packaging** to ensure that documents are delivered into the tender box.

2.3.4.3.2. **Flash Disk**

A copy of the tender shall be scanned and saved in a flash disk that will resemble the original signed hardcopy. The flash disk must be secured in the file.

2.3.4.3.3. **Electronically Submission**

Electronic submissions are not allowed for this tender.

2.3.4.4. The bids must be in the tender box by no later than **12h00** on the **11 September 2026**.

2.3.4.5. No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.

2.3.4.6. Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. Submission of amendment bids without also submitting an original bid document as requested will not be considered.

2.3.4.7. The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.

2.3.4.8. **Bidders are required to initial each page of the RFP document on the right-hand side at the bottom of each page.**

2.3.4.9. Bidders to note that TASEZ is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.

2.3.4.10. TASEZ reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to TASEZ.

2.3.4.11. TASEZ also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This may be added as a request to be agreed when contracting.

2.3.4.12. TASEZ also reserves the right to award this bid as a whole or in part without furnishing reasons.

2.3.4.13. TASEZ reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.

2.3.4.14. An incomplete price list shall render the bid non-responsive.

2.3.4.15. TASEZ reserves the right to review the pricing/financial proposal submitted by the bidder and make an assessment if their proposed costing is market related or not and reserves the right to <u>negotiate</u> or <u>not to negotiate</u> the with the preferred bidder or any bidder as per recommendation of the BAC. The process for negotiation will be governed by the TASEZ internal SCM processes as approved and in line with Preferential Procurement Regulation of 2017.

2.3.4.16. All reference to TASEZ on this bid document includes its subsidiaries who are affected by the deliverable of this bid document.

2.3.4.17. The General Condition of Contract is part of this tender document and will be incorporated as an annexure and those will be bidding to the bidder whether they are returned and submitted with the bid response or not and will remain bidding to the bidder whether initialled or not.

2.3.4.18. 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 legislation or special conditions of contract.

2.3.4.19. None of this bid conditions are to be changed by the bidder unless agreed in writing and approved by TASEZ.

2.3.4.20. Bidder must register on the central supplier database (CSD) to upload mandatory information namely: (Business Registration / Directorship / Membership / Identity Numbers; Tax Compliance Status; Banking Information for verification purposes). B-BBEE Certificate or Sworn Affidavit for B-BBEE must be submitted to bidding institution.

2.3.5. <u>Late Submission</u>

2.3.5.1. Late responses to the RFP will not be accepted.

2.3.5.2. All dates and times in this RFP are in accordance with the South African standard calendar and time.

2.3.5.3. Any time or date in this RFP is subject to change at TASEZ's discretion. The establishment of a time or date in this RFP does not create an obligation on the part of TASEZ to take any action or create any right in any way for any Bidder to demand that any action be taken on the date established.

2.3.5.4. The Bidder accepts that, if TASEZ extends the deadline for the RFP submission (the closing date) for any reason, the requirements of this RFP otherwise apply equally to the extended deadline.

2.4. SBD 2 – Tax Compliance Requirements

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

Tax Compliance Requirements

2.4.1. Bidders must ensure compliance with their Tax obligations.

2.4.2. Bidders are required to submit their Unique Personal Identification Number (Pin) issued by SARS to enable TASEZ to verify the taxpayer's profile and tax status.

2.4.3. Application for Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website www.sars.gov.za

2.4.4. Bidders must submit a printed TCS Certificate together with the bid.

2.4.5. In Bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate TCS Certificate / Pin / CSD Report.

2.4.6. Where no TCS Pin is available, but the Bidder is registered on the Central Supplier Database (CSD), a CSD Report must be provided.

2.4.7. 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."

2.5. Questionnaire to the Bidding Foreign Suppliers

Is The Bidder a Resident of the Bidder of South Africa (RSA)?	☐ Yes	☐ No
Does the Bidder have a Branch in the RSA?	☐ Yes	☐ No
Does the Bidder have a Permanent Establishment in the RSA?	☐ Yes	☐ No
Does the Bidder have any Source of Income in the RSA?	☐ Yes	☐ No

If the answer is "no" to all of the above, then, it is not a requirement to obtain a Tax Compliance Status / Tax Compliance system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

NB: FAILURE TO PROVIDE 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: ______________________________

2.6. Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of Enterprise: ____

Section 2: VAT Registration Number, if any: ______________________________________

Section 3: CIDB Registration Number, if any: _____________________________________

Section 4: Particulars of Sole Proprietors and Partners in Partnerships

Name*	Identity number*	Personal Income Tax Number*

***** *Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 5: Particulars of Companies and Close Corporations

Company Registration Number: ____

Close Corporation Number: ____ Tax Reference Number: ____

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Servicesthat my / our tax matters are in order.

ii) Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.

iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.

iv) Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Bidder or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ______________________ Date ______________________

Name ______________________ Position ______________________

3. Scope of Work

The scope of the works is for the **Provision of ISO IMS (ISO 9001, 14001 & 45001) Internal Audit Services for a period of three (3) years.**

3.1. Scope of the Audit will include: -

3.1.1. Audit TASEZ's IMS for conformance with ISO 9001, ISO 14001, and ISO 45001 standards. The audits may be implemented separately per standard.

3.1.2. Evaluate integration of policies, procedures, and objectives across all three standards.

3.1.3. Assess occupational health and safety (OHS) risks, environmental impacts, and quality controls, particularly in industrial park settings.

3.1.4. Verify alignment with local, national, and international legal and regulatory requirements.

3.1.5. Identify gaps and provide actionable recommendations for corrective actions.

3.2. The prospective service providers are expected to provide comprehensive the IMS internal audit services comprising of the following:

3.2.1. Provision of an Audit Plan – The service providers will provide an audit plan for a period of a year. The audits will cover all the areas of the business and cover the ISO 9001 standard and the related Acts, industry norms, regulations, procedures and standards

3.2.2. Execution of the audits – The service providers will execute the audits as per the plan.

3.2.3. Audit Findings – Issuance of audit findings

3.2.4. Issuance of the Audit Reports – The service providers will issue audit reports within a period of 14 working days

3.2.5. Follow up audits – The service providers will conduct follow up audits to ensure that findings and risks are actioned and closed

3.3. The internal audit for financial year 2027/2028 and 2029 will focus on the newly revised standards. TASEZ will transition as required.

3.4. TASEZ Scope of Certification

'Promotion, Development, Operation, Maintenance and Management of the Tshwane Special Economic Zone and the Provision of Training Services'

3.5. Scope Boundaries

3.5.1. The scope covers all services provided by TASEZ as governed by the requirements of ISO 9001, 14001, 45001 and the organisation's compliance obligations. This IMS scope covers the following areas: -

Table 1: Certification Sites

Site Name	Address	Scope of Certification
TASEZ Head Office	CSIR Campus Building 21, Meiring Naude Road Pretoria, 0184	All Divisions **1. Infrastructure Development Division** - Project Management Services - Construction Management Services - Spatial Planning Services - Quality Management - Quantity Surveying - Planning and Scheduling - Contract Management - Engineering Management (Outsourced) **2. Zone Operations** - Operations - Maintenance - Management **3. Business Development** - Sector Development - Enterprise Development - Customer Relations - Stakeholder Relationship - Commercial, Incentives & Investments **4. Corporate Services Division** - Human Resources Management - Marketing and Communication - Legal Services - ICT Services - SHE Management **5. Finance Division** - Finance Management and Reporting - Cost and Accounting Management - Supply Chain Management - Asset Management **6. Office of the CEO** - Secretariat Services - Internal Audit Services

		- Risk and Compliance - Monitoring and Evaluation **7. TASEZ Academy** - Provision of Training
Silverton Central Hub	Central Hub Portion 769 of the Farm the Willows. No. 340-JR. SAMCOR Park Extension 9.	**1. Zone Operations Services** - Operations - Maintenance - Management
Phase 2 Site	Portion 3 of the Farm the Willows, 340-Jr (Samcor Park Extension 14)	**1. Infrastructure Development Division** Current Phase 2 Construction Site - Project Management Services - Construction Management Services - Spatial Planning Services - Quality Management - Quantity Surveying - Planning and Scheduling - Contract Management - Engineering Management (Outsourced)

3.6. Scope Justifications

3.6.1. TASEZ utilises the services of services providers for running most of its key operations. The outputs of the services provided by these services providers become the property of TASEZ. The service providers include: -

3.6.2. Professional Service Providers (PSPs) – These include a wide range of professionals as per the list below: -

3.6.2.1. Professional Services Providers (PSPs)

3.6.2.2. Construction Services Providers (Construction Contractors)

3.6.2.3. Legal Practitioners

3.6.2.4. Internal and External Audit Services Providers

3.6.2.5. Marketing, branding, etc., Service Providers

3.6.2.6. General services providers for different services, i.e., cleaning and gardening services, maintenance services, etc.

3.7. Staff Compliment

3.7.1. TASEZ staff complement is around 60, excluding interns and contracted employees. The number may increase by about 10% over the 3-year period.

4. Instruction to Bidders

4.1. Price Declaration Form

4.1.1. Please indicate your Final Total RFP Price including VAT here: R______________________________________ (compulsory).

4.1.2. It is mandatory to indicate the total RFP price as requested above. This price must be the same as the total RFP price in the pricing schedule. Should the total RFP prices differ, the one indicated above shall be considered the correct price.

4.1.3. The following must be noted:

4.1.3.1. All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

4.1.3.2. All prices must be firm and fixed from the RFP closing date and for the duration of the contract.

4.1.3.3. All Bidder must cost according to the costing template provided or this will lead to disqualification.

4.1.3.4. The cost of delivery, labour etc. must be included in the proposal.

4.1.3.5. Preference will be given to respondents who comply with the TASEZ's Procurement Policy & Procedures. Bidder Finance Management Act (PFMA) shall apply.

4.1.3.6. The Bidder must have a minimum B-BBEE status level of contributor 3 or higher.

4.1.3.7. As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of above R3 Million are required to submit a BBBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3 Million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover.

4.1.3.8. The empowerment and development objectives (30% SMME Involvement) will be controlled by implementing the procedure listed in 4.1.3.7 above, where the bidder in terms of the Amended B-BBEE Codes is a Generic Entity (Turnover of over R50 mil).

4.1.3.9. The appointed service provider shall sub-contract practitioners from previously disadvantaged groups (black, female, youth and people with disability) and/or local (within NMBM) black-owned companies (with a turnover of less than R50 mil), where scope and credentials permit.

4.1.3.10. Proof of registration with Treasury's Centralised Supplier Database (CSD) not older than three (3) months old.

4.1.3.11. TASEZ will only award the tender to a bidder who is tax compliant. The tax compliance status of the Bidder will be verified through CSD and SARS website via the provided pin. The prospective Bidder must ensure that they are Tax Compliant throughout the validity period of the bid in review.

4.1.3.12. Bidder will be evaluated on functionality and are expected to meet the minimum of 70% threshold in order to be evaluated further. The evaluation criteria for measuring functionality and weight of each criterion are provided in the tables below.

4.1.3.13. Bidder' servants are prohibited from doing any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be done, and Bidder will be disqualified should they be found to be in contravention with the regulations. If the bidder has been granted permission by Treasury, the letter must be provided with the bid document.

5. Evaluation of Bids

The bid evaluation process will consist of the following **three (3) Stages**:

5.1. Responsiveness Assessment

The following criteria will be used in assessing the responsiveness of bids:

5.1.1. Stage 1 – Administrative Requirements Criteria

This is the assessment of compliance with the minimum Administrative Requirements as detailed in **Table 2** below. No points or score will be allocated in criteria.

Table 2: Administrative Requirements

Description	Compliant	Non-Compliant
1) CIPC Registration Documents		
2) JV Agreement / Power of Attorney		
3) Valid Tax Clearance Certificate / Tax Pin		
4) Valid CSD report (Not older than three (3) months)		
5) Valid Letter of Good Standing issued by the Department of Labour or RMA.		
6) Valid UIF Compliance Certificate		
7) Valid B-BBEE Certificate - **Sworn Affidavit for EME** - **SANAS Accredited for QSE (TASEZ to verify with SANAS)**		
8) **Completed** and **Fully Signed** SBD 1		
9) **Completed** and **Fully Signed** SBD 4		
10) **Completed** and **Fully Signed** SBD 6.1		
11) **Pricing Schedule:** Completed, priced and signed pricing schedule for the solution to be implemented. The Pricing Schedule shall be clearly legible with permanent ink		

5.1.2. Stage 2: Mandatory Returnables

The Bidder shall take note of the required returnable schedules that must be fully complied with and submitted with their tender submission. It is the responsibility of the Bidder to ensure that the information submitted is sufficient to evaluate their tender and design for the system.

Failure to submit all mandatory requirements will result in submissions being **deemed null and void** and shall be considered **"non-responsive"** and therefore not considered further.

Table 3: Mandatory Requirements

Document that must be Submitted	Mandatory for the RFQ
SBD 4.1	Declaration of Interest **–** bidder to submit a **c**ompleted & signed document
SAATCA or IRCA Registration for Auditors	All Auditors must be registered with SAATCA or IRCA. Valid proof of registration to be submitted. **Lead Auditor:** ISO 9001, 14001 and 45000 Certification **Quality Auditor:** ISO 9001 Certification **Health and Safety Auditor:** ISO 45001 Certification **Environmental Auditor:** ISO 14001 Certification

5.1.3. Stage 3 – Technical / Functionality Evaluation

Only bids that comply with the indicated Mandatory Requirements will be considered for the Technical / Functional Evaluation Stage. The Technical / Functional Evaluation criteria for this bid is indicated in tables below including the scoring system and weight allocation that will be used for the evaluation of the bids. Bidder are required to achieve a minimum of **70 points** out of **100 points** to proceed to the next stage.

Table 4: Technical / Functional Evaluation

Document Name	Maximum Claimable Points
Company Experience	**30**
Key Personnel Qualifications	**30**
Key Personnel Experience	**20**
Project Execution Plan	**20**
Total	**100**

5.1.3.1. **Company Experience**

Table 5: Company Experience

Company Experience	No. of Reference Letters	No. Standards Audited	Points Claimed
The bidder must submit **Four (4)** reference letters of completed IMS (ISO 9001, 14 001 and 45 001 standards) external or internal audits completed. These letters will be evaluated against scope and relevance of audits. The IMS audits should have been completed within the past 10 years. Letters must meet ALL of the following requirements in order to be accepted for evaluation. The reference letter must: 1. Be on client's company's letterhead 2. Be signed by an authorised client representative 3. Stipulate the client contact details (name and phone number/email) 4. Stipulate the detailed description of actual services provided 5. Stipulate the contract period and the value	4 Completed Audits	3 Standards	**30**
		2 Standards	20
		1 Standard	5
	3 Completed Audits	3 Standards	**20**
		2 Standards	10
		1 Standard	3
	2 Completed Audits	3 Standards	**10**
		2 Standards	5
		1 Standard	2
	1 Completed Audit	3 Standards	**5**
		2 Standards	**3**
		1 Standard	**1**
	No reference provided		**0**
		Total Points Claimable	**30**

5.1.3.2. **Qualifications of Key Personnel**

Bidders to submit CVs of key personnel with the proof of Professional Registrations for the different fields that they are tendering for.

Table 5: Qualifications of Project Team Personnel

These are the same resources as per the above		
Key Resource	**Qualifications**	**Points Claimable**
Resource No. 1: Lead Auditor	NQF 7 or Higher in Engineering / Health and Safety / Environmental / Quality Management / Risk Management / or any other relevant qualification	**15**
	NQF 6 or Higher in Engineering / Health and Safety / Environmental / Quality Management / Risk Management / or any other relevant qualification	10
	NQF 5 or Higher in Engineering / Health and Safety / Environmental / Quality Management / Risk Management / or any other relevant qualification	5
	NQF 4 or Lower	0
	Total Points Claimable	**15**

Resource No. 2: Lead / Internal Auditor – Quality	NQF 7 or Higher in Engineering / Health and Safety / Environmental / Quality Management / Risk Management / or any other relevant qualification	**5**
	NQF 6 or Higher in Engineering / Health and Safety / Environmental / Quality Management / Risk Management / or any other relevant qualification	3
	NQF 5 or Higher in Engineering / Health and Safety / Environmental / Quality Management / Risk Management / or any other relevant qualification	1
	NQF 4 or Lower	0
	Total Points Claimable	**5**
Resource No. 3: Lead / Internal Auditor – Health and Safety	NQF 7 or Higher in Safety / Operational Risk Management / Law with Occupational Health as Major or Certificate	**5**
	NQF 6 or Higher in Safety / Operational Risk Management / Law with Occupational Health as Major or Certificate	3
	NQF 5 or Higher in Safety / Operational Risk Management / Law with Occupational Health as Major or Certificate	1
	NQF 4 or Lower	0
Resource No. 3: Lead / Internal Auditor – Environment	NQF 7 or Higher in Environmental Management / Law with Environmental as a Major or Environmental Certificate	**5**
	NQF 6 or Higher in Environmental Management / Law with Environmental as a Major or Environmental Certificate	3
	NQF 5 or Higher in Environmental Management / Law with Environmental as a Major or Environmental Certificate	1
	NQF 4 or Lower	0
	Total Points Claimable	**5**
	Total Points for Qualifications	**30**

Table 6: Experience of key personnel

Key Resources Experience – Experience in Industrial Parks Management and Infrastructure Development	Years of Experience	Points Claimable
Resource No. 1: Lead Auditor with experience in auditing all 3 Standards (ISO 9001, 14 001 and 45 001) Name: ________________________	7 Years & above	**5**
	4 – 6 Years	3
	0 – 3 Years	0
Resource No. 2: Lead / Internal Auditor with experience in auditing ISO 9001 Name: ________________________	7 Years & above	**5**
	4 – 6 Years	3
	0 – 3 Years	0

Resource No. 3: Lead / Internal Auditor with experience in auditing ISO 14 001 Name: ______________________________	7 Years & above	**5**
	4 – 6 Years	3
	0 – 3 Years	0
Resource No. 3: Lead / Internal Auditor with experience in auditing ISO 45 001 Name: ______________________________	7 Years & above	**5**
	4 – 6 Years	3
	0 – 3 Years	0
	Total Points Claimable	**20**

5.1.3.3. **Project Execution Plan**

Bidders to submit a comprehensive Project Execution Plan that talks to the scope of the project.

Table 6: Project Execution

Project Implementation Methodology	Evaluation Indicators	Points Claimable
Tenderer to submit an Audit plan based on the Scope or Work on bullet 3.2. The prospective service providers are expected to provide comprehensive the IMS internal audit services comprising of the following: 1. Provision of an Audit Plan – The service providers will provide an audit plan for a period of a year. The audits will cover all the areas of the business and cover the ISO 9001 standard and the related Acts, industry norms, regulations, procedures and standards 2. Execution of the audits – The service providers will execute the audits as per the plan. 3. Audit Findings – Issuance of audit findings 4. Issuance of the Audit Reports – The service providers will issue audit reports within a period of 14 working days 5. Follow up audits – The service providers will conduct follow up	Excellent understanding of what is required. The important issues are approached in an innovative and efficient way, indicating that the Bidder has outstanding knowledge of the approaches. The approach methodology details ways to improve the project outcomes and the quality of the outputs. The methodology incorporates detailed information.	**20**
	Good understanding of what is required. The approach is specifically tailored to the specific project objectives, scope and requirements and is sufficiently flexible to accommodate changes that may occur during execution.	15
	Partial understanding of what is required. The approach is generic and partially tailored to the specific project objectives and requirements. The approach partially deals with the critical characteristics of the project.	10
	Poor understanding of what is required or no submission.	5

audits to ensure that findings and risks are actioned and closed	The technical approach and/or methodology is poor and does not provide project-specific objectives. The Bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	
	No Submission	0
	Total Points Claimable for Project Methodology	**20**

The minimum threshold points for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation. Bidder to address and respond to all areas of the evaluation criteria. Any bid scoring less than the Minimum required in any one or more of the above-mentioned evaluation criteria will not be evaluated further.

Any bid not covering all of the above will not be evaluated. For purpose of comparison and in order to ensure a meaningful evaluation, Service Providers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned above.

5.1.1. **Stage 3 – Price and Specific Goals**

The bid will be evaluated on the 80/20 principle.

6. Pricing Schedule

Tenderers shall complete the Pricing Schedule in table 6 below.

Table 6: Pricing Schedule

Item No	Item Description	Year 1	Year 2 (New Version)	Year 3 (New Version)
1.	**Audit Planning and all Consultations**	R	R	R
2.	**Audits** (1 x Internal Audit per standard per Year for 3 Year)			
2.1	**ISO 9001 + Reporting + Follow Ups**	R	R	R
2.2	**ISO 14001 + Reporting + Follow Ups**	R	R	R
2.3	**ISO 45001 + Reporting + Follow Ups**	R	R	R
3.	**Disbursements** (Back-office support, printing, travelling only if more than 100km, etc.)	R	R	R
	Total Per Year	**R**	**R**	**R**

Table 7: Total for the Bid

Sub Total for 3 Years (Year 1 + Year 2 + Year 3)	**R**
Add 15% VAT	**R**
Total for 3 Years	**R**

NB. Auditing and reporting activities to include Identification of Non-conformances, Risks, Corrective Action and Continual improvement.

7. Duration of the Contract

The contract shall be for **3 years**.

8. Form of Offer and Acceptance

Project Title	Provision of ISO IMS (ISO 9001, 14001 & 45001) Internal Audit Services for a Period of 3 Years
RFP Number	**TASEZ/RFP004/2026**

8.1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: ………………………………………………………………………………………………
………………………………………………………………………………………………
………………………………………………………………………………………………
………………………………………………………………………………………………
………………………………………………………………………………………………
………………………………………………………………………………………………

The Bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the contract under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

8.1.1. THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

………………………………………………………………………………………………
………………………………………………………………………………………………
………………………………………………………………………………………………
……………………………………………………………………………………… **Rand (in words)**.

R………………………………………………………………………………………
(in figures or other suitable wording).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the contract in the conditions of contract identified in the contract data.

Signature…………………………..………………..………………………………………………

Name ………….………………..………………………………………………………………..

Capacity………………..………..……………………………………………………………..

for the

Bidder ………….……………………….………………………………………………..…………

…………………………..…………………………………………………………………………..

……………………………………………………………………………………………………

(Name and Address of Organisation)

Name and Signature

of Witness ………………..…………………………………   Date ………………………

8.2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder's offer. In consideration thereof, the employer shall pay the FMSP the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Bidder's offer shall form an agreement between the employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

i. Part 3 – Scope of work.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Bidder shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now FMSP) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.1

Signature……………………………………………………………………………………

Name ……………………………………..…………………………………………….

Capacity ……………………………………………………………………………….

For the

Employer ………………………………...…………………………………………………..

………………………………………………………………………………………………

………………………………………………………………………………………………

………………………………………………………………………………………………

(Name and address of organisation)

Name and Signature

of Witness: ………………………………………..……….. Date: …………………….

8.2.1. **SCHEDULE OF DEVIATIONS**

Subject: ……………………………………………………………………………………

Details: ………………………………………………………………………..…………

………………………………………………………………………………..…………..

Subject: ……………………………………………………………………………………

Details: …..………………………………………………………………………………..

......……………………………………………………………………………………….

Subject: ..…………………………………………………………………………………..

Details: ..……………………………………………………………………………………..

.………………………………………………………………………………………………

Subject: ………………………………………………………………………………………

Details: ……………………………………..…………………………………………………..

...……………………………………………………………………………………………..

By the duly authorised representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ quotation documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

[1] *As an alternative, the following wording may be used:*

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to- counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now FMSP***)*** *within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.*

9. Record of Addendum to the Bid Documents

Project Title	Provision of ISO IMS (ISO 9001, 14001 & 45001) Internal Audit Services for a Period of 3 Years
RFP Number	**TASEZ/RFP004/2026**

I / We confirm that the following communications received from the TASEZ before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)

Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed: ………………………………………………………. Date: …………………..….

Name: ……………………………………………………….. Position: ……………………

Bidder: …………………………………………………………………………………………

10. Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handlingof material deviations and qualifications.

Project Title	Provision of ISO IMS (ISO 9001, 14001 & 45001) Internal Audit Services for a Period of 3 Years
RFP Number	**TASEZ/RFP004/2026**

Page	Clause /Item	Proposal

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

Attach additional pages if more space is required.

Signed: …………………………………………………………… Date: ……………..………

Name: ………………………………………………………….. Position: ………………….

Bidder:

………………………………………………………………………………………………………...

11. Certificate of Authority of Signatory

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of therelevant resolution of the board of directors to this form or on company letter head.

An example is given below:

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

Mr/Ms ____, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for Contract No. ___________________________________ .

and any Contract which may arise there from on behalf of (Block Capitals) ____ .

SIGNED ON BEHALF OF THE COMPANY: ___________________________________

IN HIS/HER CAPACITY AS: ____

DATE: ____

SIGNATURE OF SIGNATORY:

WITNESSES:

Director (Names)		Signature	
Director (Names)		Signature	
Director (Names)		Signature	
Director (Names)		Signature	
Director (Names)		Signature	
Director (Names)		Signature	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

12. Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise.

Mr / Ms. ……………………………………..………, authorised signatory of the company ………………………………………………………………………………………………………..,

acting in the capacity of leadpartner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

Project Title	Provision of ISO Internal Audit Services for a Period of 3 Years
RFP Number	**TASEZ/RFP004/2026**

Name of Firm	**Address**	**Duly Authorised Signatory**
Lead Partner:		Signature: ……..……………………… Name: ……………..……………………. Designation: …………………………
Partner:		Signature: …………………………….. Name: …………………..…………….. Designation: …………..………………
Partner:		Signature: …………………………….. Name: ……………………………….. Designation: …..………………………
Partner:		Signature: ……..…………………….. Name: …..…….………………………. Designation: …………..………………

Attach additional pages if more space is required.

Signed: ……………………………………………………………… Date: ………………………

Name: …………………………………………………………….. Position: ……………………

Bidder: ……………………………………………………………………………………………………

13. Schedule of Proposed Sub-Contractors

Project Title	Provision of ISO IMS (ISO 9001, 14001 & 45001) Internal Audit Services for a Period of 3 Years
RFP Number	**TASEZ/RFP004/2026**

We notify you that it is our intention to employ the following Sub-Contractors for work in this contract. The Sub-Contractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on **SBD 6.1 form.**

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments.If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Sub-Contractors who are or to be contracted are registered on Central Supplier Database (CSD).

No.	**Name and Address of the Proposed Sub-Contractor**	**Nature and Extent of Work**	**Value**	**Contact details**
1				
2				
3				
4				

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

14. SBD 4 Form

BIDDERS'S DISCLOSURE

1. Purpose of the Form

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

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

2. Bidder's Declaration

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

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

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

[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.

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

2.2.1. If so, furnish particulars:

…………………………………………………………………………………………

…………………………………………………………………………………………

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

2.3.1. If so, furnish particulars:

…………………………………………………………………………………………

…………………………………………………………………………………………

3. Declaration

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

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

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

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

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

3.5. 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 No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

15. SBD 6.1 Form

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDER MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

---

1. General Conditions

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

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

~~1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).~~

1.2. Price and Specific Goals Points

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

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

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

1.3.1. Price; and

1.3.2. Specific Goals.

1.4. The maximum points for this bid are allocated as follows:

Table 8: Price and Specific Goals Points Allocations

Description	Points
Price	80
Specific Goals	20
Total Points for Price and Specific Goals	**100**

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

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

2. Definitions

2.1. "**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.

2.2. "**Price**" means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

2.3. "**Rand Value**" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4. "**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

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

2.6. "**EME**" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act.

2.7. "**Functionality**" means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the tender documents.

2.8. "**QSE**" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

3. Points Awarded for Price

3.1. The 80/20 or 90/10 Preference Point Systems

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

80/20 or **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \qquad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

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

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 8** 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— In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below: -

4.2.1. 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.

4.2.2. 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 9: Specific goals for the tender and points claimed.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
EMEs and QSEs		
Companies owned by black people (51% + Black Owned).	10	
Companies owned by women (51% + Black Women Owned).	5	
Companies owned by youth (51% + Black Youth Owned).	5	
Companies owned by people with disabilities		
Companies owned by black people living in rural or underdeveloped areas		
Companies owned by black people living in townships		
Total Points Claimed	**20**	

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

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:

4.6.1. The information furnished is true and correct.

4.6.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

4.6.3. 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.

4.6.4. 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: -

4.6.4.1. Disqualify the person from the tendering process.

4.6.4.2. Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.

4.6.4.3. 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.

4.6.4.4. 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.

4.6.4.5. Forward the matter for criminal prosecution, if deemed necessary.

Bidder:

Name: ______________________ **Signature** ______________________

Title: ______________________ **Date:** ______________________

Address: ______________________

____

____

16. SBD 6.2 Form

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if –

1.6.1. this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

1.6.2. the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Table 10: Local Production and Content

No.	Description of Service / Works / Goods	Unit (e.g., m^2, m^3, ton, etc.)	Qty	Stipulated Minimum Threshold
1.				
2.				
3.				
4.				
5.				

4. Does any portion of the services, works or goods offered have any imported content? (***Tick applicable box***)

Yes ☐ **No ☐**

4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Table 11: Exchange Rates

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(***Tick applicable box***)

Yes ☐ **No** ☐

5.1. If yes, provide the following particulars: -

5.1.1. Full name of auditor: ………………………………………………………………

5.1.2. Practice number: ………………………………………………………………

5.1.3. Telephone and cell number: ……………………………………………………………

5.1.4. Email address: ……………………………………………………………………………

<u>(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)</u>

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content, the dtic must be informed accordingly in order for the dtic to verify and in consultation with the AO/AA provide directives in this regard.

Local Content Declaration

(Refer To Annex B of SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP, OR INDIVIDUAL)

IN RESPECT OF BID NO. ....

ISSUED BY: (Procurement Authority / Name of Institution): ....

NB

1) The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2) Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial development/ip.jsp. Bidder should first complete Declaration D. After completing Declaration D, Bidder should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below**. Declarations D and E should be kept by the Bidder for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, …………………………... (full names), do hereby declare, in my capacity as ……………………..…………………………………………………………..………..… of .... (name of bidder entity), the following:

a) The facts contained herein are within my own personal knowledge.
b) I have satisfied myself that:
   i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
   ii) the declaration templates have been audited and certified to be correct.
c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described

in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: ________________________________ DATE: _______________

WITNESS No. 1 ______________________________ DATE: _______________

WITNESS No. 2 ______________________________ DATE: _______________

7. Process When Requesting Exemption Letters

7.1. For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, Bidder must apply for exemption per tender. After checking with the industry, **the dtic** will decide whether to grant an exemption or not.

7.2. In the official request (signed letter), the following information should be included:

7.2.1. Procuring entity/government department/state owned company.

7.2.2. Tender/bid number.

7.2.3. Closing date.

7.2.4. Item(s) for which the exemption is being requested for.

7.2.5. Description of the goods, services or works for which the requested exemption item will be used and the local content that can be met.

7.2.6. Reason(s) for the request.

7.2.7. Supporting letters from local manufacturers and suppliers.

NB – Exemption letters are tender specific and applications are not transferrable.

7.3. The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.

7.4. Request for exemption letters are to be directed to:

Dr Tebogo Makube

Chief Director: Industrial Procurement

Tel: 012 394 3927

E-mail: tmakube@thedti.gov.za

7.5. The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

Patricia Khumalo Tel: 012 394 1390

E-mail: khumaloP@thedti.gov.za

17. Standard Conditions of Tender

The SLA will be signed with the winning bidder, and this will be stipulate the terms of the contract.

18. Special Conditions of this RFP

1. Bidder to take note that the award of the RFP may be subject to price negotiation with the preferred bidder and that this bid is subject to the PP Regulations of 1 April 2017.
2. Additionally, Regulation 13(c) of the Bidder Service Regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a Bidder or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Bidder Finance Management Act.
3. As this regulation prohibits Bidder service employees from conducting business with an organ of state; either in a personal capacity or as a director of a private or Bidder company, non-compliance with this regulation will lead to automatic disqualification of a bid.
4. The TASEZ will not pay commission to the successful bidder regardless of the subcontracting conditions.
5. The TASEZ reserves the right – without prejudice and limitations to its any other rights and privileges in law:
   - 5.1. Not to appoint a Bidder and is also not obliged to provide reasons for the rejections of any proposal;
   - 5.2. To request further information from any Bidder after the closing date, for clarity purposes;
   - 5.3. To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the Bidder, whether before or after adjudication of the responses received;
   - 5.4. To correct any mistakes at any stage of the RFP process that may have been in the RFP documents or occurred at any stage of the RFP process;
   - 5.5. To award this RFP to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000);
   - 5.6. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering

the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s);

5.7. To accept part of a RFP rather than the whole RFP;

5.8. To correct any mistakes at any stage of the RFP that may have been in the RFP documents or occurred at any stage of the RFP process;

5.9. To cancel and/or terminate the RFP process at any stage, including after the Closing Date and/or after quotations have been evaluated and/or after the preferred bidder(s) have been notified of their status as such; and

5.10. Award to multiple Bidder based justifiable reasons including but not limited to the bidder's expertise, the complexity of the scope per bidder, any on the bidder's size and TASEZ's geographic consideration.

19. Misrepresentation During the Lifecycle of the Contract

1. The Bidder should note that the terms of its proposal will be incorporated in the proposed contract by reference and that TASEZ relies upon the Bidder' response as a material representation in making an award to a successful Bidder and in concluding an agreement with the Bidder.
2. It follows therefore that misrepresentations in the proposal may give rise to service termination and a claim by TASEZ against the Bidder notwithstanding the conclusion of the Service Level Agreement (SLA) between TASEZ and the Bidder for the provision of the service in question.
3. In the event of a conflict between the Bidder' proposal and the SLA concluded between the parties, the SLA will prevail.

20. Preparation Costs

1. The Bidder will bear all its costs in preparing, submitting, and presenting any response to this RFP and all other costs incurred by it throughout the RFP process.
2. Furthermore, no statement in this RFP will be construed as placing TASEZ or its employees under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidder in the preparation of their response to this RFP.

21. Indemnity

If a Bidder breaches the conditions of this RFP and, as a result of that breach, TASEZ incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the RFP process and/or enforcement of intellectual property rights or confidentiality obligations), then the Bidder indemnifies and holds TASEZ harmless from any and all such costs which TASEZ may incur and for any damages or losses TASEZ may suffer.

22. Precedence

This document will prevail over any information provided whether oral or written, unless such written information provided, expressly amends this document by reference.

23. Limitation Of Liability

A Bidder participates in this RFP process entirely at its own risk and cost. TASEZ shall not be liable to compensate a Bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder' participation in this RFP process.

24. Tax Compliance

1. It is essential to ensure that persons conducting business with the State are tax compliant at the time of awarding of price proposals or competitive bids. No price quotations or competitive bids shall be awarded to businesses or persons who are not tax compliant.
2. The successful Bidder will be notified of their non-compliance statutes in writing and will have seven (7) working days to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations. The Bidder should thereafter provide the procurement officer with proof of their tax compliance status which will be verified by the procurement office via the CSD.
3. TASEZ reserves the right to withdraw an award made, or cancel a contract concluded with a successful Bidder if it is established that such Bidder has submitted a fraudulent Tax Clearance Certificate to TASEZ, or whose verification against the Central Supplier Database (CSD) proves non-compliant.
4. TASEZ further reserves the right to cancel a contract with a successful Bidder if such Bidder do not remain tax compliant for the full term of the contract.

25. RFP Defaulters and Restricted Suppliers

1. No contract shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of RFP Defaulters kept by

National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

2. TASEZ reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a Bidder has been blacklisted with National Treasury by another government institution.

26. Governing Law

South African law governs this RFP and the RFP response process. The Bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this RFP, the RFP itself and all processes associated with the RFP.

27. Confidentiality

1. Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this RFP will be disclosed by any Bidder or other person not officially involved with TASEZ's examination and evaluation.
2. No part of the RFP may be distributed, reproduced, stored, or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a response. This RFP and any other documents supplied by TASEZ remain proprietary to TASEZ and must be promptly returned to TASEZ upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.
3. Throughout this RFP process and thereafter, Bidder must secure TASEZ's written approval prior to the release of any information that pertains to the
4. potential work or activities to which this RFP relates; or
5. the process which follows this RFP.
6. Failure to adhere to this requirement may result in disqualification from the RFP process and civil action.

28. Legislative Frameworks of the RFP

1. As TASEZ is established within the laws associated with all other SEZ's under the dtic's SEZ Programme, its development, management and operations have (as a minimum) to comply with the requisite and relevant provisions of the SA Constitution (41(1)h & 288), the PFMA (49(3)), Treasury Regulations (16A6.5 & 16A6.6), the FIDPM

Note 3 of 2019/2020 and the IDMS. Additionally, TASEZ must comply with the following:

1.1. Tax Legislation

1.1.1. It is a condition of this RFP that the tax matters of the successful Bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Bidder' tax obligations.

1.1.2. The tax compliance status requirements are also applicable to foreign Bidder/ individuals who respond to the RFP.

1.1.3. It is a requirement that Bidder grant written confirmation when submitting their response that SARS may on an ongoing basis during the tenure of the contract disclose the Bidder' tax compliance status and by submitting a response to this RFP such confirmation is deemed to have been granted.

1.1.4. Bidder are required to be registered on the Central Supplier Database and TASEZ shall verify the Bidder' tax compliance status through the Central Supplier Database.

1.2. Procurement Legislation

1.2.1. TASEZ has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Bidder Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

29. Supplier Due Diligence

TASEZ reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

30. Protection of Personal Information: Consent

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.

As part of its business activities, the TASEZ obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the TASEZ from time to time. The TASEZ confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

In order to comply with procurement principles, set out in Section 217 of the Constitution and national procurement legislative prescripts, the names of all entities that submitted a bid, the tendered price thereof and the subsequent award will be made public.

The TASEZ hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Unless directed to do so by an order of court, the TASEZ does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and will be seized with information of a personal nature pertaining to the TASEZ. Some of the information may, because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the TASEZ requires that Bidders who receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The TASEZ and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
   a) They process the information only for the express purpose for which it was obtained.

b) Information is provided only to designated and authorised personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.

c) They will introduce and implement all reasonable measures to ensure the protection of all personal information from unauthorised access and/or use.

d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.

e) The Parties agree that if personal information will be processed for any purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.

f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.

2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organisation.

3. <u>Bidder's Obligations</u>:

a) The Bidder is required to notify the Information Officer of TASEZ, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any of the TASEZs personal information.

b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.

c) The Bidder shall be required to provide the TASEZ with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorised person who may have accessed or acquired the personal data.

d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of TASEZ.

On behalf of the Bidder:

…………………………………….. ……………………………………………

Signature Date

…………………………………… …………………………………………………

Position Name of the Bidder

On behalf of the Client:

…………………………………….. ..……………………………………………

Signature Date

…………………………………… …………………………………………………

Position Name of Client Representative