



**REQUEST FOR BID (RFB): INTERNAL AUDIT
SERVICES FOR A PERIOD OF 36 MONTHS**

BID Number –BOCMA RFB2026/01

DOCUMENT INFORMATION SHEET

Title of Document	REQUEST FOR BID (RFB): INTERNAL AUDIT SERVICES FOR A PERIOD OF 36 MONTHS
Type of Document	Request for Bid
Document Number	BOCMA RFB2026/01
Technical Specifications	Bid Specification Committee
Department	Finance
Prepared for	Breedde-Olifants Catchment Management Agency
Date of Issue (Available)	12 June 2026
Closing Date	09 July 2026 @ 14:00 pm

Name of Bidder:.....

Tender Amount:.....



REQUEST FOR BID

Internal Audit Services for Breede-Olifants Catchment Management Agency
For A Period Of 36 Months

BID NUMBER : BOCMA RFB2026/01

INVITATION AND SCOPE OF SERVICES

The Breede-Olifants Catchment Management Agency is hereby inviting bids from the qualifying prospective bidders to provide Internal Audit Services to BOCMA for a period of 36 Months.

GENERAL CONDITIONS

- (a) Preference will be given to respondents who comply with the Breede-Olifants Catchment Management Agency Supply Chain Management Policy & Procedures.
- (b) Preferential Procurement Policy Framework Act (PPPFA) principles and its Regulations, as updated, shall apply, whereby submissions will be evaluated according to the provisions of that Act, its Regulations and the Public Finance Management Act (PFMA).
- (c) The following preferential point system will only be applied when the threshold of 70% for the technical functionality is reached.

- (d) The following preferential point system will be applied when calculating the final scores:

Price	- 80,
Specific Goals	- 20.

The value of this bid is estimated not to exceed R 50 000 000 (all applicable taxes included) and therefore the 80/20-point system shall be applicable.

Request for Bid (RFB) documents can be downloaded on e-Tender Portal and at the Breede-Olifants Catchment Management website (www.breedegouritzcma.co.za). Documents will be available from **14H00 on the 12 June 2026**

One original completed bid document shall be placed in a sealed envelope clearly marked:

“BOCMA RFB 2026/01 “INTERNAL AUDIT SERVICES FOR BREEDE-OLIFANTS CATCHMENT MANAGEMENT AGENCY FOR A PERIOD OF 36 MONTHS”.

The bidder must submit one original completed bid document and four copies of the original bid document. The closing date and time for the receipt of completed bids is **09 July 2026** before **14h00**.

Failure to provide any mandatory information required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive. Respondents must include their Tax Compliance Pin Number and/ or CSD Registration printout with their submissions in order to be considered.

Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted. No late submissions will be considered.

Submission requirements:

Bids should be submitted enclosed in a sealed envelope marked (**BOCMA RFB2026/01**) Bids for Internal Audit Services and deposited into the tender box at the reception of Breede-OLIFANTS Catchment Management Agency offices, Corner of Mountain Mill & East Lake Road

OR

Post it to: Attention: Acting: Chief Executive Officer, **BOCMA RFB2026/01** Bid for Internal Audit Services; Private Bag X3055, Worcester, 6850

Enquiries should be directed to Ms Noxolo Mafanya (SCM Officer) & Mr Thobani Khoza (SCM Practitioner) at 023 346 8000 or nmafanya@bocma.co.za ; tkhoza@bocma.co.za

The BOCMA reserves the right not to accept the lowest Bid in part or in whole or any Bid

1. BACKGROUND TO THE BREDE-OLIFANTS CATCHMENT MANAGEMENT AGENCY

The Brede-Olifants Catchment Management Agency (BOCMA) is a public entity in terms of the National Water Act, Number 36 of 1998, as amended. It is governed by the Board which is appointed by the Minister of Water and Sanitation. The Board as an Accounting Authority reports directly to the Minister of Water and Sanitation. The primary mandate of the BOCMA includes the management of its water resources in line with the National Water Act and the National Water Resource Strategy. Being a public entity, it has to comply with the Public Finance Management Act, 1999 and National Treasury Regulation, 2005 (NTR) as amended.

The intention of this tender is to appoint a service provider to provide travel management services.

The BOCMA falls largely within the Western Cape Province. The BOCMA has 4 offices, the main office is based in Worcester and satellite offices is in George, Bellville and Clanwilliam.

The current staff compliment is 130

2. EVALUATION CRITERIA AND METHODOLOGY

The BOCMA will apply the principles of the Preferential Procurement Regulations (2022) to this Bid.

The evaluation of the bids will be based on the 80/20 PPPFA principle and will be done in three (3) phases, namely:

- Pre-qualifications
- Functionality
- Pricing & Specific goals

Phase 1 – Pre-qualification Evaluation

ADMINISTRATIVE REQUIREMENT

The information contained in the Table below will be used in assessing the responsiveness of bidders.

DESCRIPTION	MINIMUM PROOF REQUIRED	TICK SUPPLIED	
		YES	No
Tax Compliance Status	Tax Clearance PIN submitted and Valid ?		
Completed and signed Compulsory Declaration of Interest Form			

SBD1	Completed, signed and submitted		
SBD 4	Completed, signed and submitted		
SBD 6.1	Completed, signed and submitted		
Company registration certificate CIPC	Company registration documents / certificate from CIPC		

MANDATORY REQUIREMENTS: failure to meet these requirements will lead to automatic disqualification

DESCRIPTION	MINIMUM PROOF REQUIRED	TICK SUPPLIED	
		YES	No
PRICING SCHEDULE SBD 3.3 (including all schedules with hourly rates and percentages)	Fully completed, signed and submitted. (The amount indicated in this document cannot be changed after the closing date)		
Company registration	Proof of company registration on CSD (Central Supplier Database) The CSD report should be of the service provider submitting a Tender.		

Financial Statements (valid year is between 2022/2023; 2023/2024; 2024/2025.	Signed Audited Financial Statement for the last 3 financial years (Financial statement signed off by an independent professional accountant/ auditor)		
Valid COIDA certificate	Valid COIDA certificate		
Board Resolution	Signed and submitted.		

Phase 2: Technical Evaluation

The evaluation of the technical part of the Bid will be on the basis of the candidate's responsiveness to the terms of reference, as well as the application of the evaluation criteria and points system as indicated below. Each responsive bid will be given a technical score.

Criteria	Weight	Score (1-5)
Company Experience	35	
Team Capability	35	
Project plan and Methodology	30	
TOTAL	100	
Minimum Threshold for Functionality	70	

The bids will receive further consideration if they score at least 70% minimum points out of the 100% for functionality.

Phase 3: Pricing and Specific goals evaluation:

All bids will be evaluated on the 80/20 preferential point system in accordance with the provision of the Preferential Procurement Policy Framework Act No. 5 of 2000 and the Preferential Procurement Regulations (2022).

The value of this tender is not expected to exceed R50 000 000 therefore:
The following 80/20 preferential point system will be used for the evaluation of the bids:

In terms of the Preferential Procurement Regulations 2022, a maximum of 20 points may be awarded to a tenderer for the specific goals specified for the tender and a maximum of 80 points will be allocated to tenderer for pricing. Points scored for specific goals will be added to points scored for price and the total will be rounded off to the nearest two decimal places. Services providers are required to complete SBD 6.1, Table 1 to claim specific goals points under the column named 80/20 number of points allocated. Failure to complete table 1 of SBD 6.1 will mean that no points for specific goals will be allocated to a bidder and a service provider will only receive points for price only. The documents to verify specific goals are mandatory when the tenderers are claiming specific goals.

Quantitative Assessment

Bids that achieve the minimum technical requirement will be further adjudicated on Price and Specific Goals. The method of scoring Financial Bids and the Specific Goals is described in the attached Preference Points Claim document (SBD 6.1)

The allocation of tender adjudication points for this Contract shall be as follows:

Area of Adjudication	Maximum Points
Pricing	80
Specific Goals	20
Total Points (S)	100

The following 80/20 criteria will be used for the evaluation of the bids:

Specific goals:

	80/20 Preference point system
Enterprises 51% or more women owned	10
Enterprises 51% or more black owned	5
Enterprise owned by people with disability or Youth	5
Maximum points	20

Please provide proof for specific goals.

Failure to submit proof for specific goals will not disqualify you but you will not score any points for specific goals:

The following documents will be used as verification documents:

- ❖ BEE Certificate / Affidavit
- ❖ Certified Identity Document
- ❖ Letter from the Doctor confirming Disability

3. OBJECTIVES OF THE INTERNAL AUDIT FUNCTION

- a) The internal Audit Activity is an independent appraisal function established within the Breede Olifants Catchment Management Agency to examine and evaluate the economy, effectiveness and efficiency of its activities as a service to management and the Audit Committee.
- b) The primary role of the internal audit function is to assist the Agency in the effective discharge of its responsibilities, by furnishing it with analyses, appraisals, recommendations, counsel, and information concerning the activities reviewed.
- c) According to the Public Finance Management (Act No. 1 of 1999) Chapter 6 Section 51, each public entity must have an internal audit unit. This service may be outsourced if the public entity requires assistance with its capacity.
- d) To have access to different specialized expertise it was decided to outsource the internal audit function with an internal audit service provider.
- e) The service provider will assist the Water board to accomplish the internal audit service objectives, and to assist in complying with the relevant legislation such as the PFMA, Water services act, Treasury regulations, etc.
- f) The audit activity will report directly to the Chief Executive Officer and the Audit Committee.
- g) The successful bidder will be required to perform a combination of the following audit services: Each accounting cycle audited every quarter must be audited
 - Financial Auditing (All accounting cycle)
 - Performance Auditing (including performance information)
 - Operational audits
 - Audit of supply chain and Revenue (receivable) compliance
 - Compliance Auditing
 - Follow-up audits
 - Forensic Auditing
 - Investigation of Irregular expenditure
 - Project Assurance
 - Combined Assurance Audits
 - Computer (IT) Auditing including General IT Control reviews, Application Control reviews, Computer Aided Auditing Technique (CAATs) reviews, cyber security and business continuity reviews
 - HR Audits
 - Risk management

All reviews must meet the International Standards for the Professional Practice of Internal Auditing and Code Ethics of the Institute of Internal Auditors.

4. SCOPE OF THE WORK

In line with best practice the internal audit and risk management functions have been separated. The appointed service provider will be required to review Breede-Olifants Catchment Management Agency's risk management and governance processes, and perform the following functions:

- a) Develop a three-year internal audit strategic plan. The plan should take into account the assurance activities of relevant internal and external assurance providers. Based on this

requirement, the successful service provider will be expected to work with the Agency to coordinate and develop a comprehensive and integrated assurance plan for the Agency.

- b) Develop a detailed risk based annual plan indicating the scope for each assignment.
- c) Provide a proposed timeline for the period of the project.
- d) Propose annual budgets for the duration of the project.
- e) Discuss coverage plans with management and the audit committee.

4.1 The firm will be further required to do the following:

- a) Perform risk-based internal audit control and compliance reviews in terms of the proposed internal audit plan.
- b) Perform audits in compliance with the Institute of Internal Auditors' standards on internal auditing.
- c) Plan and perform computer-based audits.
- d) Undertake performance review audits
- e) Ensure that line management is fully aware of the implications of the audit findings on business operations and the subsequent recommendations.
- f) Provide a final report on the outcome and findings of audits, including recommendations and agreed management corrective action for internal audit follow-up.
- g) Provide risk mitigation and control advice to management regarding the management of risks, with a summarised report to both executive management and the audit committee.
- h) Provide summary reports to the audit committee on high-risk findings.
- i) Attend relevant audit committee and executive management meetings and provide feedback on audits completed and the management of risks.
- j) Provide an overall annual conclusion for the audit committee on the audited control environment.
- k) Review of interim and annual financial statements to comply with GRAP.
- l) Work closely with the external auditors and other assurance providers to ensure that there is synergy of approach with little duplication of effort.
- m) Provide and implement a formal skills transfer process to relevant Agency staff
- n) Have the capacity to deal with any special internal audit projects.
- o) Provide value-added services to management on how to improve the internal control environment
- p) Provide mentorship to internal audit interns and employees tasked with internal audit functions

4.2 Fraud and irregularities

In planning and conducting its work, the internal audit service provider should seek to identify serious defects in the internal controls, which might result in possible malpractices. Any such defects must be reported immediately to the Chief Executive Officer and/or Audit Committee, without disclosing these to any other staff. This also applies to instances where serious fraud and irregularities is uncovered

5. TECHNICAL SPECIFICATIONS

Expected Outcomes and Deliverables Performing audit assignments Each assignment should at least consist of the following:

- Pre-audit survey
- Audit planning memorandum
- Minutes of entrance meeting
- Risk assessment document
- System descriptions
- Audit programs
- Sampling methodology
- Mechanisms for follow up on matters previously reported and feedback to the Audit Committee
- Mechanism to ensure that working papers are reviewed at the appropriate level.
- Record of work performed
- Audit of work performed
- Audit finding and recommendations
- Reporting (draft internal audit report and final internal audit report)
- Follow up of previous audit findings.

6. REPORTING REQUIREMENTS

The structure of the report is to be as follows:

- Introduction
- Audit objective and scope
- Background
- Executive summary highlighting significant findings
- Findings, recommendations and agreed management action (including implementation dates)
- All audits are to be carried out according to the Internal Risk Based Audit Plan approved by the Audit Committee
- Conclusion

The auditor is to deliver to the CFO, CEO and chairperson of the Audit Committee an electronic copy and one signed copy of the final report to the CFO and CEO for record keeping purposes.

7. STRUCTURE OF BIDS

The bid must be structured in the following sequence when submitted. Each section/heading must be clearly marked for ease of reference. The headings required are:

1. Company Profile/s
2. Proposal
3. Implementation Plan
4. Organogram
5. CV's
6. Project Experience (Portfolio of Evidence)
7. Compulsory Documents (Checklist)
8. Special Conditions of Tender
9. Functionality assessment
10. Presentation
11. Pricing Schedule

8. PROJECT LOCATION

The Agency's head office is situated in Worcester and sub-offices in George, Bellville and Clanwilliam.

9. IMPORTANT BACKGROUND INFORMATION

Breede Olifants Catchment Management Agency is situated at the Breede Olifants Catchment Management Area with its head office in Worcester. We have around 16000+ customer base. The estimated number of creditors is around 125. We have around 130 employees in total. For detail financial information and non-financial information please check our latest annual report

10. DURATION OF CONTRACT

The contract is expected to run for 36 Months, commencing on the date of signing the Service Level Agreement. It will, however, be renewable annually and this will be subject to a review of the previous year's performance against the Internal Audit Plan. The successful bidder should be able to start from **1 August 2026**

BOCMA reserve the right to cancel the contract should there be any valid reasons to do so.

11. Billing / Payment Method

Original invoices as per the deliverables that substantiate all costs must be provided. The invoices should include proof of deliverables / and Audit reports. Copies or emailed invoices will be accepted but thereafter original invoice must be forwarded before payment has been made.

The invoices are to contain the minimum basic information and additional specific information relating to the indicated service provided .Payment of valid invoices with all the necessary supporting documents shall be made within 30 days of receipt. No upfront/advance payment shall be made without proof of deliverables / Audit report.

12. Term & Termination of Contract

BOCMA will enter into a three-year term contract with the successful travel management company, which may be reviewed annually for performance evaluation.

On Poor performance the Agency has the right to terminate the contract on or before end of the agreed term. The successful bidder will be notified upon award as to when they can commence rendering the services to BOCMA

13. Service Level Agreement

A Service Level Agreement (SLA) will be drawn up in consultation with the successful bidder and signed by both parties.

14. EVALUATION OF BID DOCUMENT

The following evaluation method will be used:

After the closing date of the bid invitation, an appointed bid evaluation committee of

BOCMA officials and/or possibly other external parties/consultants where necessary will evaluate the proposals of the bidders.

The committee will individually evaluate each of the bid proposal received against the approved criteria as stated below.

All Bids submitted will be evaluated on two categories:

- ❖ Functionality (technical content)
- ❖ Price and Specific Goals
- ❖ Bids are evaluated in accordance with the Preferential Procurement Policy Framework Act (PPPFA), using the 80/20 principle

15 . FUNCTIONALITY

Phase 2. Technical Functionality Compliance.

Bidders must score at least 70 out of 100 in respect of functionality to qualify for advancement to Phase 2. A bidder that scores less than 70 out of 100 will be regarded as submitting a non-responsive bid and will be disqualified. Bidders who fail to obtain a minimum score for each criterion will be disqualified.

Functionality evaluation will be based on the following criteria:

No.	Functionality	Criteria/ Guide	Maximum Weight	Score Claimed	
1	Company Experience (35 points)				
	Reference Letters from different previous clients explicitly indicating the number of years the company has previously offered internal audit services in the public sector. Previous experience obtained from Institutions where the bidder rendered internal audit services.	3 reference letters reflecting consolidated 5 years' experience and above in rendering a similar service	5		35
	The bidder must provide evidence that they have previously rendered a similar service successfully. Reference letters must be provided to substantiate such claims.	3 reference letters reflecting consolidated 4 years' experience in rendering a similar service	3		
	The reference letters must have the following details: <ul style="list-style-type: none"> • The reference letter must be on an official company letterhead. • One reference letter per entity. • The Reference letter must indicate the description of the services and the date when the services were provided, and value of the transaction or contract. • The reference letter must have email address and telephone number of contact person 	3 reference letters reflecting consolidated 3 years' experience in rendering a similar service	1		

No.	Functionality	Criteria/ Guide	Maximum Weight	Score Claimed
	<ul style="list-style-type: none"> The Reference letter must be dated and signed by the client. <p>NB: only full 12 months will be considered to evaluate the number of years' experience. Subcontracting will not be considered as experience</p>	<p>Less than 3 reference letters or 3 years' experience.</p>	0	
2	Team Capabilities: (35 points)			
	2.1 Project Director/partner, 10 Points			
	2.1 Project Director/Partner: Minimum qualification Certified Internal Auditor or CA/SA designation.	>10 years relevant experience	5	35
		6 to 9 years relevant experience	4	
		4 to 5 years relevant experience	3	
		2 to 3 years relevant experience	2	
		1 year relevant experience	1	
	2.2 Internal Audit Manager, 10 Points			
	2.2 Internal Audit Manager: Minimum qualification Certified Internal Auditor or CA/SA designation	>10 years relevant experience	5	
		6 to 9 years relevant experience	4	
		4 to 5 years relevant experience	3	
		2 to 3 years relevant experience	2	
		1 year relevant experience	1	
	2.3 Internal auditor, 5 Points			
2.3 Internal Auditor: Minimum diploma or equivalent in internal audit or finance.	>10 years relevant experience	5		
	6 to 9 years relevant experience	4		
	4 to 5 years relevant experience	3		

No.	Functionality	Criteria/ Guide	Maximum Weight	Score Claimed
		2 to 3 years relevant experience	2	
		1 year relevant experience	1	
	2.4 Information systems auditor, 5 Points			
	Information System Auditor: CISA qualification	>10 years relevant experience	5	
		6 to 9 years relevant experience	4	
		4 to 5 years relevant experience	3	
		2 to 3 years relevant experience	2	
		1 year relevant experience	1	
	2.5 Risk Management Specialist, 5 Points			
	Risk Management Specialist: CRMA qualification / IRMSA qualification	>10 years relevant experience	5	
		6 to 9 years relevant experience	4	
		4 to 5 years relevant experience	3	
		2 to 3 years relevant experience	2	
		1 year relevant experience	1	
	Attach organogram which clearly outlines the role of the team and the indication staff that will be allocated to BOCMA. Bidders to include comprehensive CVs. Only names provided with the roles in the organogram will be evaluated, e.g Mr X – Project Partner or Director)			
3	Project plan and methodology (30 points)			
	Project / Audit plan and audit methodologies in line with the task description outlined under project scope/ task description, with clear milestones and timeframes for each task to be completed. Audit			

No.	Functionality	Criteria/ Guide	Maximum Weight	Score Claimed
	methodology should be properly outlined (please refer to the scope of work).		30	
	Project/Audit plan well broken down with methodology, deliverables, timeframe/milestone, quality assurance & management of the project including staff deployment to each activity/deliverables. A sample/example of a detailed audit report and audit strategy.	5		
	Project/Audit plan provided with audit methodology, deliverables, timeframe/milestone & management of the project. A sample/example of detailed audit report and audit strategy.	3		
	Project/Audit plan provided with clear deliverables, audit methodology & timeframes/milestones	2		
	Project/Audit plan provided with no clear deliverables, audit methodology & timeframes/milestones.	1		
	No project/audit plan and audit methodology	0		
	All documents in support of the various sections above must be submitted to claim points. Missing, unclear or incomplete documentation or information will result in a zero score for the relevant section.			
	TOTAL 100 points			

16. Company Experience

This refers to the details of the company (supplier) and the services they are offering. specific details required are as follows:

- The nature and location of the company, its history and when it was registered (Supplier must specify)
- The company's core business e.g., provision of internal audit services preferably in the public government sector (supplier must specify)
- Positive reference letters from previous clients relevant to this tender.
- We reserve the right to do reference check to confirm the letters provided

17. Team experience

Specific details required here are:

- The consultant's internal audit experience preferably in the public government sector.
- experience in conducting audits required (See Scope of Work paragraph);
- Attach organogram with staff indicated that will be allocated to BOCMA
- Capacity to service Breede-Olifants Catchment Management Agency

18. Qualifications of the team members

A mix of qualifications of the team members and specify the role of each member (especially lead auditors/Directors).

Assessment of the condensed curricula vitae of personnel who will be assigned to the Breede-Olifants Catchment Management Agency:

- Partners/Directors – CIA or CA
- Manager/s – Qualified professional Auditors
- Internal Auditor - Qualified professional Auditors
- IT specialised auditor/s with CISA
- Risk Manager - CRMA qualification / IRMSA qualification.

19. Project plan and Methodology

Specific details required here are:

- Include sample of internal audit reports;
- Use of electronic internal audit software to perform audits (CAATs, ACL etc.)
- Demonstrate understanding of the requirements of this tender (Scope of Work)
- Sufficient Project hours
- Innovations introduced
- Any other relevant information

SPECIFIC CONDITIONS

Respondents should complete all the returnable SCHEDULEs/SBD forms listed below.

RETURNABLE SCHEDULES

(All ANNEXUREs must be completed and returned by the Supplier(s) when submitting the bid.)

RETURNABLE SCHEDULE 1: Invitation to Bid (SBD 1)
RETURNABLE SCHEDULE 2: Pricing Schedule (SBD 3.3)
RETURNABLE SCHEDULE 3: Declaration of Interest (SBD 4)
RETURNABLE SCHEDULE 4: Preference Points Claim Form (SBD 6.1)

20. TERMS AND GENERAL CONDITIONS

- (a) All submissions must be received by the Breede-Olifants Catchment Management Agency no later than **14h00, Thursday the 09th day of July 2026**. Respondents must submit their bids before the closing date and time. No late submissions will be considered;
- (b) All submissions and subsequent information received will become the property of the Breede-Olifants Catchment Management Agency and will not be returned;
- (c) Failure to complete all supplementary information will result in submissions being deemed null and void and shall be considered “non-responsive” and therefore not considered;
- (d) Telegraphic, telexed, faxed or e-mailed submissions will not be accepted;
- (e) Service Providers should submit 5 Copies of bids, one copy should be an original and clearly marked **Original** and the remaining can be the copies of the Original.

“BOCMA RFB 2026/01–“REQUEST FOR BIDS (RFB): INTERNAL AUDIT SERVICES AT BREEDE – OLIFANTS CMA FOR A PERIOD OF 36 MONTHS” at the Tender Box of BOCMA at Cnr Mountain Mill and East Lake Road; Worcester; 6850.

Bids may also be posted to: **Attention: Acting: CHIEF EXECUTIVE OFFICER , BOCMA RFB2026/01 Bids for Internal Audit Services ;Private Bag X3055,Worcester ,6850.**

- (f) Respondents or their representatives (including the courier services) must ensure that they register their submissions in the Lodging Sheet at the Reception Desk of the above-mentioned Breede-Olifants CMA Office, wherein they will indicate the name of the person delivering the submission, the number of copies submitted, the time and date of submission and sign the document.
- (g) All Technical enquiries regarding this Request for Bids (RFB) must be directed to: - Mr Thobani Khoza or Ms Noxolo Mafanya at Number: 023 – 346- 8000; Email: tkhoza@bocma.co.za and/or nmafanya@bocma.co.za and all Supply Chain enquiries must be directed to Ms Noxolo Mafanya or Mr Thobani Khoza ; Email: nmafanya@bocma.co.za and or tkhoza@bocma.co.za.
- (h) The contact persons reflected above shall be the only point of contact for this contract. Failure to observe this requirement might lead to immediate disqualification of the respondent.
- (i) The Breede-Olifants CMA reserves the right not to accept any submission
- (j) Bidders must comply with Regulation 13(c) of the Public Service Regulations, 2016 which states that “an employee in the public service shall not conduct business with any organ of state or be a director of a public 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 ANNEXURE 2 and 3 of the PFMA”

- (k) Submission of a Request for Bids and its subsequent receipt by the Breede-Olifants CMA does not represent a commitment on the part of the Breede-Olifants CMA to proceed further with any Respondent or any project;
- (l) No costs incurred by the Respondents in the preparation of their submission will be reimbursed;
- (m) Public Liability - Breede-Olifants CMA shall not be liable in respect of any claims, damages, accidents, etc. to persons, properties, vehicle rights, etc. that may arise from the carrying out of this contract.
- (n) Tender prices must remain valid for a period of 120 days (calculated from closing date of the bid).

21. DISQUALIFICATION

It must be stressed that any queries relating to this request must be addressed only to nmafanya@bocma.co.za and/ or tkhoza@bocma.co.za who are identified as contact persons for this contract; Mr T Khoza or Ms Noxolo Mafanya: Supply Chain Management Unit Contact Number: 023 – 346 8000. The queries must be in writing addressed to the above-mentioned officials. The queries must be sent to the above-mentioned officials before **01 July 2026**.

- (a) Respondents are not to communicate in any manner or form whatsoever with members of Breede-Olifants Catchment Management Agency's personnel about the RFP until the preferred Supplier(s) has been selected and the procurement process completed.
- (b) Respondents are advised that should there be any contact with Breede-Olifants Catchment Management Agency's staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification.
- (c) Misrepresentation of information presented to the Breede-Olifants Catchment Management Agency, be it on capability statement or empowerment credentials will also lead to disqualification of the respondent.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	BOCMA RFB2026/01	CLOSING DATE:	09 July 2026	CLOSING TIME:	14:00
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DESCRIPTION	INTERNAL AUDIT SERVICES
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Breede-Olifants Catchment Management Agency
Cnr Mountain Mill & East Lake Roads
Worcester
6850

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Noxolo Mafanya	CONTACT PERSON	Thobani Khoza
TELEPHONE NUMBER	023 346 8000	TELEPHONE NUMBER	023 346 8000
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	nmafanya@bocma.co.za	E-MAIL ADDRESS	tkhoza@bocma.co.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:

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

RETURNABLE SCHEDULE 2 – PRICE SCHEDULE

BIDDER: _____

It is understood that internal audits are based on hourly rates and that budgets should be compiled based on the estimated hours as indicated below. Financial bids will be compared based on estimated amounts and estimated hours. An assessment will be made if the hours proposed below will be sufficient enough to cover the detailed scope of work. Firms are required to submit a table of hourly rates as per the table below.

Rates should be **inclusive** of overheads **and** VAT (but exclusive of disbursements and related VAT). If a particular category does not exist for the firm, it can be omitted. The rates below are indicative .

Item (where applicable)	Hourly Rate (including overheads and VAT)
Engagement Partner	R
Partner	R
Senior Manager	R
Manager	R
Assistant Manager	R
Supervisor	R
Senior Auditor	R
Trainee Auditor	R
Specialists (Risk Management Services)	R
Average Total per hour	R

The table is for indicative rates only and will not be used in the Pricing Schedule.

Team Composition mix

It is recognised that it is difficult for a prospective bidder to be firm about the extent of the work based solely on the terms of reference. However, to assist with assessments, a firm must provide a typical distribution of time for members of the audit team on a job of this nature. This should be expressed in percentages of the total person-hours billed on a typical job (see table below, which is indicative only and not binding on the firm).

Item (where applicable)	Typical Percentage of Total Hours on Project
Engagement Partner	%
Partner	%
Senior Manager	%
Manager	%
Assistant Manager	%
Supervisor	%
Senior Auditor	%
Trainee Auditor	%
Specialists (Risk Management Services)	%
TOTAL	100

The table is for indicative hour composition only and will not be used in the Pricing Schedule.

The financial bids should be based on the audit budget detailed in terms of budgeted hours for each type of audit. Please populate the table below.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:BOCMA RFB 2026/01
CLOSING TIME 14:00 pm	CLOSING DATE.....

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

BOCMA	Internal Audit costing							
	Budgeted hours	Budgeted Amounts	Budgeted hours	Budgeted Amounts	Budgeted hours	Budgeted Amounts	Total Budgeted hours	Total Budgeted Amounts
	Year 1		Year 2		Year 3			
Accounts receivables linked with billing/revenue	280		280		280			
Cash management, petty cash	12		12		12			
Accounts payables linked to SCM and expenditure management	250		250		250			
Payroll	36		36		36			
SCM and compliance	100		100		100			
Assets management	36		36		36			
Irregular expenditure, Fruitless and wasteful	80		80		80			
Corporate Governance (one audit per year)	12		12		12			
Human resource and performance management	36		36		36			
Strategic planning and Quarterly performance information (AOPO)	100		100		100			
Operational audits (including technical audits and projects) (two audits per year)	100		100		100			
Other Compliance matters	100		100		100			

BOCMA	Internal Audit costing							
	Budgeted hours	Budgeted Amounts	Budgeted hours	Budgeted Amounts	Budgeted hours	Budgeted Amounts	Total Budgeted hours	Total Budgeted Amounts
	Year 1		Year 2		Year 3			
Follow-up audits	60		60		60			
Combined Assurance Audits (review of interim and annual financial statement)	16		16		16			
ITC audits/ cyber security (all types of controls at least two audits per year)	80		80		80			
Internal Audit Plan	40		40		40			
Auditcom and board meetings (3 meetings per annum with the maximum of 3 hours per meeting)	36		36		36			
Enterprise-wide risk management	80		80		80			
Other	40		40		40			
Total	1474		1474		1474			
VAT								
Total Budget								
<i>The above audits are the minimum requirements, however you are allowed to be innovative without reducing the scope of work.</i>								
<i>The estimated hours provide a guideline of hours required to perform the audit.</i>								
<i>The costing will be used as a basis of the award, however this will be limited to budget available.</i>								

NB. Please note that payment will be done per deliverable. The costing should be all inclusive. No travel allowance will be claimed separately.

Pricing Instructions:

By signing the Price Schedule, a bidder warrants that:

- 2.1.1 the relevant quotation is correct.
- 2.1.2 the rates(s) and prices(s) quoted cover all the work/item(s) specified in the quotation document.
- 2.1.3 the rate(s) and price(s) cover all the Supplier(s)'s obligations under a resulting contract, including all disbursements.
- 2.1.4 any mistakes and/or omissions regarding rate(s) and price(s) or errors in calculation shall be at the Supplier(s)'s risk.
- 2.1.5 Bidders must show VAT payable separately on the Price Schedule.

SIGNED at _____ (place) on the _____ day of _____ (month)2026

Signature

Date

RETURNABLE SCHEDULE 3: DECLARATION OF INTEREST (SBD 4)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

2.2 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

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

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

Date

.....
Position

.....
Name of bidder

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

RETURNABLE SCHEDULE 4: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

SBD 6.1

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender

to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise 51% or more woman owned	N/A	10	N/A	
Enterprise owned by people with Disability or Youth	N/A	5	N/A	
Enterprise 51% Black Owned	N/A	5	N/A	
Maximum Points		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

RETURNABLE SCHEDULE 5: GENERAL CONDITIONS OF THE CONTRACT

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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