

## REQUEST FOR PROPOSALS

<b>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF PRODUCTIVITY SOUTH AFRICA</b>	
<b>Bid Number</b>	PSA/CS02/07/2022 Provision of External Audit Services for a period of five years
<b>Date of advertisement</b>	04 August 2022
<b>Mode of Bid submission</b>	Hand delivery / Courier
<b>Briefing session</b>	18 August 2022 <a href="https://us02web.zoom.us/j/81883893832?pwd=SEdiVIE0ZWlOUkd2b2F3R2hYT2crUT09">https://us02web.zoom.us/j/81883893832?pwd=SEdiVIE0ZWlOUkd2b2F3R2hYT2crUT09</a>
<b>Closing date &amp; Time of Submission of Bid</b>	<b>08 September 2022 at 11h00</b>  Bid documents submitted after this date and time will not be accepted regardless of the mode used to send or deliver such documents
<b>Bidding Document cost</b>	No cost
<b>Bidding documents Obtainable From</b>	Bidders are requested to download the bid documents from National Treasury Etender Publication website: <a href="https://admin.etenders.gov.za/Home/">https://admin.etenders.gov.za/Home/</a>
<b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	32 days (submissions must be valid for 32 days after the closing date)
<b>BID DOCUMENTS DELIVERY ADDRESS:</b>	Productivity SA International Business Gateway Cnr New Road and Sixth Road Midrand  For Attention: <b>Bid Evaluation and Specification Committee</b>
<b>Contact details (for enquiries only)</b>	Mxolisi Dlodla Tel no: 011 848 5320 / 082 465 3467 E-Mail: <a href="mailto:mxolisid@productivitysa.co.za">mxolisid@productivitysa.co.za</a>

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**SBD1**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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**PART A  
INVITATION TO BID**

**SBD1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>PSA/CS02/07/2022</b>	CLOSING DATE:	08 September 2022	CLOSING TIME:	11:00
DESCRIPTION	<b>Provision of External Audit Services for a period of five years</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Productivity South Africa, International Business Gateway					
Corner New Road and Sixth Road, MIDRAND					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mxolisi Dlodla		CONTACT PERSON	Mxolisi Dlodla	
TELEPHONE NUMBER	011 848 5320		TELEPHONE NUMBER	011 848 5320	
E-MAIL ADDRESS	mxolisid@productivitysa.co.za		E-MAIL ADDRESS	mxolisid@productivitysa.co.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU TE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES / WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVES/ WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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		
<b>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.</b>					

## PART C: SPECIFICATIONS, CONDITIONS OF RFP AND UNDERTAKINGS BY BIDDER

### 1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.4 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 1.5 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.6 **Companies Act** means the Companies Act 71 of 2008, as amended.
- 1.7 **Closing Time** means the time, specified as such under the clause 3 (Bid Timetable) in Part C, by which RFPs must be received.
- 1.8 **PFMA** means the Public Finance Management Act 1 of 1999, as Amended
- 1.9 **PPPFA** means the Preferential Procurement Policy Framework Act 5 of 2000, as Amended
- 1.10 **PPPFA Regulations** means the Preferential Procurement Regulations 2017, published in terms of the PPPFA.
- 1.11 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between Productivity SA and the successful Bidder.
- 1.12 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by Productivity SA.
- 1.13 **SARS** means the South African Revenue Service.
- 1.14 **Services** means the services required by Productivity SA, as specified in this RFP Part D.
- 1.15 **SLA** means Service Level Agreement.
- 1.16 **Specification** means the conditions of RFP set and any specification or description of Productivity SA's requirements contained in this RFP.
- 1.17 **RFPing Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by Productivity SA of the selection of a successful Bidder(s) or upon the earlier termination of the process.

### 2. BID AND SPECIFICATION COMMITTEE

Only questions, queries clarifications which are submitted to this email address, will be addressed.  
[mxolisid@productivitysa.co.za](mailto:mxolisid@productivitysa.co.za)

No Canvassing of any Productivity SA Employee will be tolerated and will result in an immediate disqualification of the bidder.

### 3. BID TIMETABLE

This timetable is provided as an indication of the timing of the RFPing Process. It is indicative only and subject to change by Productivity SA. Bidders are to provide proposals that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of RFP	04 August 2022
RFP document available	04 August 2022
RFP enquiries	All enquiries must be directed to: <a href="mailto:mxolisid@productivitysa.co.za">mxolisid@productivitysa.co.za</a>
<b>Briefing Session</b>	<b>18 August 2022</b>
<b>Closing date and time</b>	<b>08 September 2022 at 11h00</b>

### 4. SUBMISSION OF RFPS

#### 4.1 Hardcopies of RFPS are to be submitted to:

Physical Address of RFP Box	Productivity SA International Business Gateway Cnr New Road and 6 <sup>th</sup> Road MIDRAND
Hours of access to RFP Box	Monday to Friday: 08h00 to 16h30
Information to be marked on package containing RFP	Productivity SA Bid and Specification Committee RFP Ref. No. PSA/CS02/07/2022

**Important:** Kindly note that every document that is submitted; as part of the original submission, must be duly authorised with the required signatures on each and every page, failure to comply will result in the bid being noted as incomplete.

### 5. RULES GOVERNING THIS RFP AND THE RFPING PROCESS

- 5.1 Participation in the RFPing Process is subject to compliance with the rules contained in this RFP Part C.
- 5.2 All persons (whether or not a participant in this RFPing Process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.
- 5.3 All Bidders are deemed to accept the rules contained in this RFP Part C.

### 6. STATUS OF REQUEST FOR PROPOSAL

- 6.1 This RFP is an invitation for person(s) to submit a proposal(s) for the Provision of Printing Services for five years as set out in the Technical Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between Productivity SA and any Bidder unless and until Productivity SA has executed a formal written contract with the successful Bidder.

## **7. ACCURACY OF REQUEST FOR PROPOSAL**

- 7.1 Whilst all due care has been taken in connection with the preparation of this RFP, Productivity SA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the RFPing Process is, or will be, accurate, current or complete. Productivity SA, and its officers, employees will not be liable with respect to any information communicated which is not accurate, current or complete.
- 7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by Productivity SA (other than minor clerical matters), the Bidder must promptly notify Productivity SA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Productivity SA an opportunity to consider what corrective action is necessary (if any).
- 7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by Productivity SA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

## **8. ADDITIONS AND AMENDMENTS TO THE RFP**

- 8.1 Productivity SA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. Productivity SA and its officers, employees will not be liable in connection with either the exercise of, or failure to exercise this right.
- 8.2 If Productivity SA exercises its right to change information in terms of clause 8.1, it may seek amended RFPs from all Bidders.

## **9. REPRESENTATIONS**

No representations made by or on behalf of Productivity SA in relation to this RFP will be binding on Productivity SA unless that representation is expressly incorporated into the contract ultimately entered into between Productivity SA and the successful Bidder.

## **10. CONFIDENTIALITY**

- 10.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the RFPing Process 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 proposal in response to this RFP.

## **11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

- 11.1 All communications relating to this RFP and the RFPing Process must be directed to email address only.
- 11.2 Any communication by a Bidder to Productivity SA will be effective upon receipt by the Bid and Specification Committee
- 11.3 Productivity SA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 11.4 A Bidder may, by notifying the Bid and Specification Committee in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish Productivity SA to publish its response to the question to all Bidders.

## **12. UNAUTHORISED COMMUNICATIONS**

- 12.1 Communications (including promotional or advertising activities) with staff of Productivity SA are not permitted during the RFPing Process, or otherwise with the prior consent of the Bid and Specification Committee.
- 12.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the RFPing Process in any way.

## **13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

- 13.1 Bidders may not seek or obtain the assistance of employees of Productivity SA in the preparation of their RFP responses.
- 13.2 Productivity SA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 13.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

## **14. CONFLICT OF INTEREST**

- 14.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of Productivity SA and the Bidder's interests during the RFPing Process.
- 14.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify Productivity SA immediately in writing of that conflict.
- 14.3 Productivity SA may immediately disqualify a Bidder from the RFPing Process if the Bidder fails to notify Productivity SA of the conflict as required.

## **15. LATE BIDS**

- 15.1 Bids must be delivered by the Closing Time.
- 15.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the RFPing Process and will be ineligible for consideration.

## **16. PREPARATION OF BIDS**

- 16.1 Bidders must ensure that:
  - 16.1.1 their Bid is submitted in the required format as stipulated in this RFP; and
  - 16.1.2 all the required information fields in the Bid are completed in full and contain the information requested by Productivity SA.
- 16.2 Productivity SA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 16.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective RFP proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 16.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the



statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.

- 16.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

## **17. ILLEGIBLE CONTENT, ALTERATION AND ERASURES**

- 17.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 17.2 Productivity SA may disregard any content in a RFP that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 17.3 Productivity SA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if Productivity SA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the RFPing Process.

## **18. RESPONSIBILITY FOR BIDDING COSTS**

- 18.1 The Bidders participation or involvement in any stage of the RFPing Process is at the Bidders sole risk, cost and expense. Productivity SA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 18.2 Productivity SA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionARY grounds whatsoever as a consequence of any matter relating to the Bidders participation in the RFPing Process, including without limitation, instances where:
- 18.2.1 the Bidder is not engaged to perform under any contract; or
  - 18.2.2 Productivity SA exercises any right under this RFP or at law.

## **19. DISCLOSURE OF BID CONTENTS AND BID INFORMATION**

- 19.1 All Bids received by Productivity SA will be treated as confidential. Productivity SA will not disclose contents of any Bid and Bid information, except:
- 19.1.1 as required by law;
  - 19.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
  - 19.1.3 to external consultants of Productivity SA engaged to assist with the RFPing Process; or for the general information of Bidders required to be disclosed as per
  - 19.1.4 National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

## **20. BID ACCEPTANCE**

All Bids received must remain open for acceptance for a minimum period of 180 (Hundred and eighty) days from the Closing Time. This period may be extended by written mutual agreement between Productivity SA and the Bidder.

## **21. NATIONAL TREASURY**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Productivity South Africa 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.

## **22. GOVERNING LAW**

South African law governs this RFT and the response process of this RFT. 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 RFT, the RFT itself and all processes associated with this RFT.

## **23. EVALUATION PROCESS**

The bids will be evaluated and adjudicated as follows:

### **23.1 Pre-Qualification – evaluation of compliance with Qualifying Criteria**

Only those Bidders which satisfy all the Qualifying Criteria will be eligible to participate in the RFPing Process further. Bids which do not satisfy all the Qualifying Criteria will not be evaluated further. Each bidder must confirm to these conditions to be eligible for further evaluation. A bidder that fails to meet these conditions shall be disqualified.

### **23.2 First stage – functional evaluation**

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders that score **75 points or higher (out of a possible 100)** during the functional evaluation will be evaluated during the second stage of the Bid. The functional evaluation may include a presentation by the Bidders, Productivity SA will advise bidders in advance should a presentation be required.

### **23.3 Second stage – price and preferential points**

Those Bidders which have passed the initial and first stages of the RFPing Process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

The successful Bidder will typically be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless Productivity SA exercises its right to cancel the RFP or finds that there are valid businesses or transformative reasons that justify the award to a company that did not obtain the highest score.

## 24 **Pre-Qualification: Qualifying Criteria**

The following Pre-Qualifying Criteria will be applied in the initial stage of the valuation. Bidders who do not meet all of the Pre-Qualifying Criteria will not be considered for the next stage of evaluation.

Requirement	Compliant	
	Yes	No
Proof of registration with the IRBA (Independent Regulatory Board for Auditors)		
Confirmation (in the firm's letterhead) that the firm does not have an existing unsatisfactory outcome issued by the professional body (IRBA/SAICA) on the quality review		
Invitation to bid – SBD 1 document included with CSD Number		
Pricing schedule – SBD 3.1 document included		
Valid BEE Certificate (if preference points are being claimed)		
Tax Compliance Status pin documents included		
Declaration of Interest – SBD 4 document included		
Preference points claim form – SBD 6.1 document included		
Declaration of Bidder's past Supply Chain Management Practices – SBD 8 document		
Certificate of Independent Bid Determination – SBD 9 document included		
Proof that the entity is geographically based in Gauteng		
Company bank stamped letter (not older than six (6) months) document included		
<b>Non-compliance to the above-mentioned documents will disqualify the bid.</b>		

## 25 **First Stage: Functional Criteria**

Only bidders who submitted all the mandatory documents as listed in paragraph 24 above, pre-qualification criteria will be evaluated in this first stage of functional evaluation. Those Bidders which score 75 points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

The Functional Criteria that will be used to test the capability of Bidders are as follows:

	<b>Procurement Criteria</b>	<b>Scoring</b>	<b>Sectional Scoring/Weighting</b>	<b>Total %</b>
<b>1.</b>	<b>Technical Knowledge</b>			<b>100</b>
1.1	Understanding of the assignment <ul style="list-style-type: none"> <li>• Approach</li> <li>• Methodology</li> </ul>	Provide a detailed example of an Audit plan for Productivity SA and submit a comprehensive document detailing the approach to audit.	<b>30</b>	<b>30</b>
1.2	Company competency and track record <ul style="list-style-type: none"> <li>• Audit portfolio/credentials</li> <li>• Reputation with clients/general ability to deliver</li> <li>• Strength and depth of the firm</li> <li>• Company experience in similar assignments</li> </ul>	<p>➤ The bidder must demonstrate relevant experience in rendering external audit services to public entities and/or performing other Auditor-General South Africa (AGSA) audits.</p> <p>No. of years' experience performing external audit in the <b>public sector</b>.</p> <p>➤ Provide a minimum of 3 reference letters confirming performance of similar statutory audit and period which audit services were rendered. Reference letter must be addressed to the bidding company and should provide details of the audit areas covered.</p>	<p><b>25</b></p> <p><b>15</b></p>	<b>40</b>
1.3	Suitability of key personnel <ul style="list-style-type: none"> <li>• Professional qualification</li> <li>• Experience of the team</li> <li>• Commitment to continuity of audit team</li> </ul>	<p><b>Partner of the audit (provide detailed CV)</b></p> <p>➤ Minimum of 5 years' experience as a partner in the public sector audit.</p> <p>➤ Qualified (CA) SA and IRBA registered.</p> <p><b>Senior Manager (provide detailed CV)</b></p> <p>➤ Qualified CA(SA)</p>	<p><b>10</b></p> <p><b>10</b></p>	<b>30</b>

	Procurement Criteria	Scoring	Sectional Scoring/Weighting	Total %
		<ul style="list-style-type: none"> <li>➤ Minimum of 5 years' experience in public sector audit.</li> <li>➤ Competence and experience relevant to the tasks and objectives of the audit</li> </ul> <p><b>Team</b></p> <ul style="list-style-type: none"> <li>➤ The structure and composition of the proposed team.</li> <li>➤ Qualifications, areas of competence and experience relevant to the tasks and objectives of the audit.</li> </ul>	<b>10</b>	
	<b>Minimum points</b>		<b>75</b>	
	<b>Total Points</b>		<b>100</b>	

A minimum of **75 points out of a 100** for the functional/ evaluation will qualify the Bid to move on to the second stage of evaluation, which is price and preferential point's evaluation.

## **26 Second Stage: Price and Preferential Points Assessment**

26.1 Subsequent to the evaluation of Qualifying Criteria and functional criteria, the second stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points	<b>80</b>
Preferential procurement points	<b>20</b>

### **26.1 Price points**

The following formula will be used to calculate the points for price:

$$P_s = 80(1-(P_t-P_{min})/P_{min})$$

Where:

$P_s$  = Points scored for comparative price of RFP or offer under consideration;

$P_t$  = Comparative price of RFP or offer under consideration; and

$P_{min}$  = Comparative price of lowest acceptable RFP or offer.

## 26.2 Preferential procurement points

A maximum of 20 points may be awarded in respect of preferential procurement, which points must be awarded to a bidder for attaining their B-BBEE Status Level in accordance with the table below:

B-BBEE Status Level	Number of Points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

An unincorporated trust, consortium or Sub-contractors will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

## 26.3 Total

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1) (f) of the PPPFA).

## 27 STATUS OF BID

- 27.1 Each Bid constitutes an irrevocable offer by the Bidder to Productivity SA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.
- 27.2 A Bid must not be conditional on:
- 27.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;
  - 27.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
  - 27.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
  - 27.2.4 the Bidder obtaining the consent or approval of any third party; or
  - 27.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 27.3 Productivity SA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 27.4 Productivity SA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

## **28 SUCCESSFUL BIDS**

- 28.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and Productivity SA for the supply of the Services. No legal relationship will exist between Productivity SA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.
- 28.2 Productivity SA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 28.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

## **29 NO OBLIGATION TO ENTER INTO CONTRACT**

- 29.1 Productivity SA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of Productivity SA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances Productivity SA will be free to proceed via any alternative process.
- 29.2 Productivity SA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

## **30 BIDDER WARRANTIES**

- 30.1 By submitting a Bid, a Bidder warrants that:
  - 30.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Productivity SA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
  - 30.1.2 it did not use the improper assistance of Productivity SA 's employees or information unlawfully obtained from them in compiling its Bid;
  - 30.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the RFPing Process;
  - 30.1.4 it accepts and will comply with the terms set out in this RFP; and
  - 30.1.5 it will provide additional information in a timely manner as requested by Productivity SA to clarify any matters contained in the Bid.

## **31 Productivity SA 'S RIGHTS**

- 31.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, Productivity SA reserves the right, in its absolute discretion at any time, to:
  - 31.1.1 cease to proceed with, or suspend the RFPing Process prior to the execution of a formal written contract;
  - 31.1.2 alter the structure and/or the timing of this RFP or the RFPing Process;
  - 31.1.3 vary or extend any time or date specified in this RFP
  - 31.1.4 terminate the participation of any Bidder or any other person in the RFPing Process;

- 31.1.5 require additional information or clarification from any Bidder or any other person;
- 31.1.6 provide additional information or clarification;
- 31.1.7 negotiate with any one or more Bidder;
- 31.1.8 call for new Bid;
- 31.1.9 reject any Bid received after the Closing Time; or
- 31.1.10 reject any Bid that does not comply with the requirements of this RFP.

## **32 MANDATORY QUESTIONS**

- 32.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a ✓ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so may result the Bid being disqualified.

### **32.1.1**

This Bid is subject to the Productivity SA Standard Terms and Conditions of Procurement Contract stipulated in this RFP document.	<b>Accept</b>	<b>Do not accept</b>

### **32.1.2**

The laws of the Republic of South Africa govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa have jurisdiction over any legal disputes.	<b>Accept</b>	<b>Do not accept</b>

### **32.1.3**

Productivity SA shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFP.	<b>Accept</b>	<b>Do not accept</b>

### **32.1.4**

In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	<b>Accept</b>	<b>Do not accept</b>

### **32.1.5**

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents this includes a BEE certificate for the individual companies as well as a consolidated B-BBEE certificate for the Joint Venture (company).	<b>Accept</b>	<b>Do not accept</b>



**32.1.6**

Productivity SA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.	<b>Accept</b>	<b>Do not accept</b>

**32.1.7**

By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.	<b>Accept</b>	<b>Do not accept</b>

**32.1.8**

All Bidders are bound by Productivity SA's Term's and Condition's	<b>Accept</b>	<b>Do not accept</b>

**32.1.9**

<p>Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc.</p> <p>Productivity SA shall be entitled within 14 (fourteen) days of such failure to agree, to revoke the letter of award and cancel the proposal by giving the Bidder not less than 14 (Fourteen) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.</p> <p>Such cancellation shall mean that Productivity SA reserves the right to award the same proposal to next best Bidders as it deems fit.</p>	<b>Accept</b>	<b>Do not accept</b>

**32.1.10**

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by Productivity SA signatory and added to this RFP as an addendum.	<b>Accept</b>	<b>Do not accept</b>

**32.1.11**

Bidders who make use of subcontractors.	<b>Accept</b>	<b>Do not accept</b>
---	---------------	----------------------

The proposal shall however be awarded to the Bidder as a primary contractor who shall be responsible for the management of the awarded proposal. A Bidder which was awarded the contract after scoring HDI / RDP goals is not allowed to subcontract more than 30% of the contract to a non-HDI entity.		

### 32.1.12

Evaluation of Bids shall be performed by an evaluation panel established by Productivity SA. Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for HDI (according to the PPPFA) is 20.	<b>Accept</b>	<b>Do not accept</b>

### 32.1.13

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	<b>Accept</b>	<b>Do not accept</b>

---

Signature(s) of Bidder or assignee(s)

Date

---

Name of signing person (in block letters)

---

Capacity

---

Are you duly authorized to sign this Bid?

---

Name of Bidder (in block letters)

---

---

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

.....

.....

.....

Telephone Number: .....

FAX number: .....

Cell Number: .....

Email Address.....

## Annexure A

SBD 3.3

### PRICING SCHEDULE (Professional Services)

NAME OF BIDDER: ..... BID NO.: PSA/CS02/07/2022

**CLOSING TIME 11:00**

**CLOSING DATE**

**08 September 2022**

OFFER TO BE VALID FOR **THIRTY-TWO (32)** DAYS FROM THE CLOSING DATE OF BID.

ITEM DESCRIPTION      BID PRICE IN RSA CURRENCY

NO\*\* (ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.  
R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES      APPLICABLE  
(CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION HOURLY RATE      DAILY RATE

.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	days
.....	R.....	days
.....	R.....	days
.....	R.....	days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED      RATE      QUANTITYAMOUNT

-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

\*\*\*" all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....	.....	
-----	R.....	.....	
-----	R.....	.....	
-----	R.....	.....	

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

\*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....  
 .....  
 .....  
 .....

## **Annexure B**

### **STATEMENT OF WORK**

#### **1. OBJECTIVES OF THE EXTERNAL AUDIT**

The objective is to conduct a full scope audit, in accordance with International Standards on Auditing ("ISA"), in order to express an opinion on the annual financial statements of Productivity SA and report findings regarding predetermined objectives, compliance with laws and regulations and internal control. The audit is undertaken in terms of the Public Audit Act (PAA), the General Notice (annual AGSA directive) issued in terms thereof and relevant legislation.

#### **2. ROLE AND RESPONSIBILITY OF EXTERNAL AUDIT**

The nature and extent of the audit strategy, methodology and procedures remains the choice of the external auditors. However, close liaison will have to be maintained with Productivity SA' outsourced internal audit function as it is expected that, wherever possible, reliance will be placed on the work of Internal Audit. Both internal and external audit need to ensure that there is an effective co-operative arrangement between the two functions, with open and regular meetings and sharing of information.

The audit is to be conducted in accordance with International Standards on Auditing which require that the audit is planned and performed to obtain reasonable assurance about whether the financial statements are free from material misstatement. The auditors will also be required to ensure that the Productivity SA complies with other applicable legislation and statutory regulations including but not limited to the Companies Act, the PFMA and the National Treasury Regulations

##### **2.1 Audit costs and budgets**

The audit budget should indicate the allocation of the audit hours, and the fee by major area of activity. The Audit and Risk Committee approves the preliminary audit budgets at its February meeting.

### **TAX CLEARANCE CERTIFICATE 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.**

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with **YES / NO**

the evaluation and or adjudication of this bid?  
 2.9.1 If so, furnish particulars.

.....  
 .....  
 .....

2.10 Are you, or any person connected with the bidder,  
 aware of any relationship (family, friend, other) between  
 any other bidder and any person employed by the state  
 who may be involved with the evaluation and or adjudication  
 of this bid?

**YES/NO**

2.10.1 If so, furnish particulars.

.....  
 .....  
 .....

2.11 Do you or any of the directors / trustees / shareholders / members  
 of the company have any interest in any other related companies  
 whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

.....  
 .....  
 .....

### 3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Personal Number

#### 4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

May 2011

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS  
2017**

**(a)**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2 DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;



B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5 BID DECLARATION

5.3 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.3 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7 SUB-CONTRACTING

7.3 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.3.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.3 Name of company/firm:.....

8.4 VAT registration number:.....

8.5 Company registration number:.....

8.6 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.7 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....  
.....

8.8 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.9 Total number of years the company/firm has been in business:.....

8.10 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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

6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>	<p style="text-align: center;">.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--	--

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
------	----------	-----	----



4.1	<p><b>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for RFP Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for RFP Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

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(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.
10. 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.

<sup>3</sup> **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.**

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Signature

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Date

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Position

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Name of Bidder