GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

Page 1 of 4

BID NUMBER	GT/GPT/028/2026
BID DESCRIPTION	A PANEL OF SERVICE PROVIDERS TO RENDER PROBITY AUDIT SERVICES TO GAUTENG PROVINCIAL GOVERNMENT DEPARTMENTS AND ENTITIES IN THE PROCUREMENT OF INFRASTRUCTURE, GOODS AND SERVICES FOR A PERIOD OF 36 MONTHS.

CUSTOMER DEPARTMENT	GAUTENG PROVINCIAL TREASURY
CUSTOMER INSTITUTION	GAUTENG PROVINCIAL TREASURY

BRIEFING SESSION	**Y**	✔	**N**		**SESSION COMPULSORY**		**Y**		**N**	✔
					SESSION HIGHLY RECOMMENDED		**Y**	✔	**N**	
BRIEFING VENUE	MICROSOFT TEAMS				**DATE**	14 AUGUST 2026	**TIME**	10H00		
COMPULSORY SITE INSPECTION	**Y**		**N**	✔	**DATE**		**TIME**			
SITE INSPECTION ADDRESS										

TERM AGREEMENT CALLED FOR?	**Y**	✔	**N**		**TERM DURATION**	36 MONTHS

CLOSING DATE	04 SEPTEMBER 2026	**CLOSING TIME**	11H00

NATIONAL TREASURY e-SUBMISSION
Please note that all tenders must be submitted through the National Treasury eTender Portal. Link: https://www.etenders.gov.za/login/Login

NOTES

e-SUBMISSION

https://www.etenders.gov.za/login/Login

- Bids / tenders must submitted online through e-submission (National Treasury E-Tender portal) using the correct CSD number.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consist of one Section (Section 1). This section must be submitted, clearly marked with the Tender Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.

GAUTENG PROVINCE
PROVINCIAL TREASURY
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Provincial Supply Chain Management

INVITATION TO BID	Page 2 of 4

PART A
INVITATION TO BID

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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

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

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**Provincial Supply Chain Management**	
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TENDER DOCUMETS CAN BE OBTAINED FROM: https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx
OR
ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG PROVINCIAL TREASURY
CONTACT PERSON	MANARE RAPODILE
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	Manare.rapodile@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG PROVINCIAL TREASURY
CONTACT PERSON	AMUKELANI MALULEKE
TELEPHONE NUMBER	082 788 2660
FACSIMILE	
E-MAIL ADDRESS	Amukelani.maluleke@gauteng.gov.za

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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."

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

SIGNATURE OF BIDDER		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)			

RETURNABLE ATTACHMENT

GAUTENG PROVINCE
TREASURY
REPUBLIC OF SOUTH AFRICA

PERSONAL INFORMATION PROCESSING FORM

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.

2. For purposes contemplated in paragraph 1, the Gauteng Provincial Treasury (**Department**), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.

3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, ________________ (*INSERT FULL NAME AND SURNAME*) with Identity Number ________________, in my personal capacity or acting on behalf of ________________ (Registration Number: ________________) (**Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.

5. my or ________________'s (*INSERT COMPANY'S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);

6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (**RSA**), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;

7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and

8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.

9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (**POPIA)**) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:

- ✓ ensure the lawful processing of Personal Information
- ✓ secure the integrity and confidentiality of such Personal Information;
- ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
- ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
- ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
- ✓ apply the acceptable information security practices and procedures.

11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.

12. In accordance with the requirements of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by:	
ID Number:	
Signature:	
Designation:	
Date:	

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**PROVINCIAL SUPPLY CHAIN MANAGEMENT**	
	INSTRUCTION TO BIDDERS	**Page: 1 of 4**

1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US $ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words **"as specified"** (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL of BIDDERS): a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a “delivered on site” basis, as specified on the (PRICING SCHEDULE per item).

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**PROVINCIAL SUPPLY CHAIN MANAGEMENT**	
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17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s)before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.

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	INSTRUCTION TO BIDDERS	**Page: 4 of 4**

24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
28	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SUPPLY CHAIN MANAGEMENT

POINT SYSTEM	Page 1 of 1

BID NUMBER	GT/GPT/028/2026	**CLOSING DATE**	04 SEPTEMBER 2026
VALIDITY OF BID	120 DAYS	**CLOSING TIME**	11H00

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.

This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	**Y**	✔	**N**		**SERVICE BASED**	**Y**	✔	**N**		**VALUE BASED**	**Y**		**N**	✔
VALUE BASED	**Y**		**N**	✔										
QUANTITY BASED	**Y**		**N**	✔										
TERM BASED	**Y**	✔	**N**											

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 1 of 3

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 interest 1 in the enterprise, employed by the state?

YES		NO	

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

Full Name	Identity Number	Name of State Institution

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

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	BIDDER'S DISCLOSURE	**Page: 2 of 3**

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES		**NO**	

2.2.1 If so, furnish particulars:

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

YES		**NO**	

2.3.1 If so, furnish particulars:

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 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.

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.

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	BIDDER'S DISCLOSURE	**Page: 3 of 3**

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

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

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

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

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

Signature		**Date**	
Position		**Name of the Bidder**	

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	EVALUATION METHODOLOGY PROCESS	Page 1 of 2

EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the Tender shall not be considered for further evaluation.
- Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

STAGE 1

CRITERIA FOR FUNCTIONALITY	
STAGE 1A: ADMINISTRATIVE COMPLIANCE	
REFER TO PAGE 27 TO 28 OF 54 FOR ADMIN COMPLIANCE DETAILS	
STAGE 1B: DESKTOP EVALUATION	
REFER TO PAGE 29 TO 31 OF 54 FOR FULL DETAILS	
ANNEXURE C: MANDATORY ADMINISTRATIVE COMPLIANCE FORM	
REFER TO PAGE 32 OF 54	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation,

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	EVALUATION METHODOLOGY PROCESS	Page 2 of 2

BIDDERS JOB CREATION ANALYSIS

Company Name		**Vendor Number**		**Date Established**	

	Permanent	**Temp**	**SA Citizens**	**Other**	**Comments**
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	**Initial Job Count**	**Job Creation Potential**	**1st Quarter**	**2nd Quarter**	**3rd Quarter**	**4th Quarter**
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

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	TERMS OF REFERENCE FOR A PANEL OF SERVICE PROVIDERS TO RENDER PROBITY AUDIT SERVICES TO GAUTENG PROVINCIAL GOVERNMENT DEPARTMENTS AND ENTITIES IN THE PROCUREMENT OF INFRASTRUCTURE, GOODS AND SERVICES FOR PERIOD OF 36 MONTHS	Page: 1 of 14

COVER PAGE

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ABBREVIATIONS AND DEFINITIONS

a. ““BAS” - Basic Accounting System
b. ” BEC” – Bid Evaluation Committee
c. “BSC” - Bid Specification Committee
d. “CIPC” - Company and Intellectual Property Commission
e. “CV” – Curriculum Vitae
f. “GPG” - Gauteng Provincial Government herein represented by the GPT.
g. “GPT’’ - Gauteng Provincial Treasury
h. “NQF” – National Qualification Framework
i. “PFMA’’ - Public Finance Management Act
j. “POPI” - Protection of Personal Information Act
k. ” PPP” - Public-Private Partnerships
l. SAQA” - South African Qualifications Authority
m. “SBD” – Standard Bidding Document
n. “TCS” - Tax Compliance Status
o. “ToR” - Terms of Reference “
p. “VAT” - Value- Added Tax
q. “SCM’’ – Supply Chain Management
r. “SAICA’’ – South African Institute of Chartered Accountants
s. “CA(SA)’’ – Chartered Accountant (South Africa)
t. “ACCA’’ – Association of Chartered Certified Accountants
u. “IIA’’ – Institute of Internal Auditors South Africa’
v. “CIA’’ – Certified Internal Auditor

1. PROJECT BACKGROUND AND GOALS

1a. Purpose

The purpose of this project is to contract a panel of service providers to conduct probity audit services to the Gauteng Provincial Government (GPG) Departments and Entities in the procurement of infrastructure, goods, and services required and planned for in a financial year. The Probity Audit Panel will run for a period of 3 years (36 months).

1b. Background

The Public Finance Management Act (PFMA), 1999 (Act No. 1 of 1999) promotes economy, efficiency, effectiveness, and transparency in the use of state resources, and one of its key objectives is to eliminate waste and corruption in the use of public resources.

Gauteng Provincial Treasury has a responsibility to drive financial management discipline, including the promotion of a good public procurement system that ascribes to the principles of Section 217 of the Constitution, i.e., fairness, integrity, transparency, efficiency, competition, and equity, ensuring that Accounting Officers undertake the procurement process in line with Section 217 of the Constitution.

It is imperative that the Gauteng Provincial Government provides independent assurance that the procurement processes followed are transparent and compliant to the PFMA, Preferential Procurement Policy Framework Act (PPPFA), and all related legislative requirements. To this end, GPG has embarked on the open tender process that goes beyond the legislative requirements and consequently seeks independent audits of these processes to ensure its compliance.

1c. Goal of the Project

The panel of probity auditors is expected to probity audit and quality assure compliance with the open tender process from specification to evaluation stage, and observe the adjudication in public.

The probity auditors will provide assurance whether procedures followed are consistent with appropriate Supply Chain Management regulations, instruction notes, any other relevant guidelines, and best practice principles of openness and transparency.

The panel of probity auditors will report any act or omission they have observed in a tendering process that affects, or may affect, its integrity. Probity auditors will have full and free access to all aspects of the process they are engaged to audit.

2. CUSTOMER AND STAKEHOLDERS

2a. Customer

Gauteng Provincial Treasury – GPT.

2b. Stakeholders

The Gauteng Provincial Treasury is responsible for providing services to all the Gauteng Provincial Government (GPG) departments and entities.

3. SCOPE OF WORK

The Gauteng Provincial Government's portfolio of procurement spans across various industries, of which the key requirements are infrastructure and general goods and services. Within each of the institutions, the procurement of goods, services, and or infrastructure requirements are identified and registered in a procurement plan that is sourced through the competitive bidding process. In cases where the requirement is above R2 million, the competitive bidding process must be executed through the Open Tender Process (OTP) that is supported by two pillars, namely, Probity Auditing and Adjudication in public.

The appointed panel of service providers is expected to audit the competitive bidding process using auditors who are adequately skilled in the work required, as well as experienced in auditing Supply Chain Management, internal audit, governance, and risk management audits. **The personnel required are four (4) Audit Managers and eight (8) Auditors; and this requirement is for the evaluation purpose on Stage 1A: Mandatory Compliance**. The probity audit process must provide quality assurance of the process implemented from specification to the final evaluation report, ensuring the following compliance areas are adequately addressed in each step of the process:

- Regulatory Compliance
- Administrative Compliance
- Compliance with procurement processes
- Internal controls
- Governance arrangements.

3.1 DELIVERABLES

Without limiting the procedures performed in auditing, the auditors are required to quality assure the Bid specification process, tender administration process, and probe the bid evaluation process and issue the probity audit report. The deliverables must be read and implemented in conjunction with SCM laws and regulations, as they may be issued and amended from time to time.

During the implementation of the procurement system, the institution will determine requirements for digitization, automation, reporting, communication, and innovations that information and communication technology may enable, applicable to procurement processes by procuring government institutions. All the requirements will be communicated to the probity auditors.

3.1.1 PROBITY ADVISORY SERVICES TO BE PROVIDED FOR THE SPECIFICATION STAGE:

- Review the bid specification committee structure and all related governance requirements for the sitting of the committee.
- Review the specifications/terms of reference to ensure compliance with all applicable laws and regulations.
- Confirm if the bid specifications/terms of reference were drafted in an unbiased manner and were not restrictive to a certain group of suppliers or a specific supplier.
- Review the specifications/terms of reference, ensuring the evaluation criteria and evaluation methods are fair, transparent, competitive, and cost-effective.
- Review the advert and the tender documents before being published in the tender bulletin and e-tender portal to ensure alignment with the approved terms of reference/specification.
- Attend and observe the briefing session (where applicable).

3.1.2 PROBITY AUDIT SERVICES

3.1.2.1. Attend and observe the closure/opening session.

3.1.2.2 Audit and Quality Assure the bid evaluation process:

- Physically observe the bid file collection from the Storeroom and return to the Storeroom daily during the evaluation process.
- Confirm if all bid evaluation committee members were appointed and composed as required by the SCM policy.
- Confirm that the BEC applied the Terms of Reference as advertised and that no criterion was added, and that no inferences were made during the evaluation process.
- Confirm if all acceptable tenders qualify for the administrative compliance requirements as indicated in the terms of reference.
- Ensure bidders were correctly eliminated or advanced from any stage of the evaluation process.
- Confirm scores were recorded correctly through a verification process.
- Attend and probity audit the site visit evaluation process (where applicable).
- Attend and observe the adjudication in public, where matters may have been referred-back for their noting. The final report must be submitted to the BEC Chairperson.

3.1.3. PROBITY AUDIT REPORTS: (REPORTS SUBMISSION)

The following Audit Reports shall be produced, detailing how the process was implemented, clear and consistent content of the terms of reference (TOR), as well as the audit findings raised, and recommendations provided to the institution being audited. Each report must provide assurance of the phase that was audited and completed.

a) **The Probity Audit Specification Report** is produced within **five (5)** working days after approval of the terms of reference by the BSC chairperson, before they are presented to BAC. The report must be submitted to the Head of Procurement and the BSC through the BSC Chairperson to ensure the implementation of the recommendations.

b) **The Probity Audit Evaluation Report** is produced within **five (5)** working days upon completion of the bid evaluation process, subject to the receipt of all supporting documents from the institution being audited, detailing each phase of the evaluation process with reasons for each bidder’s outcome in the evaluation. The report must be accompanied by an audit file. The report must be submitted to the Head of Procurement and presented to the BEC through the BEC Chairperson to ensure the implementation of the recommendations.

c) **The Final Probity Audit Report:**
   - produced within **five (5)** days after the review and verification of the BSC/BEC final sign-off report by the BSC/BEC Chairperson.
   - produced within **five (5)** days after attending and observing the adjudication in public. Where matters may have been referred back for their noting, the final report must be submitted to the BEC Chairperson.

d) Project Close Out report must be prepared by the institution's Supply Chain Management to provide feedback on the performance of the probity auditors at the end of the project.

4. QUALIFICATIONS, PROFESSIONAL ACCREDITED BODIES AND EXPERIENCE REQUIREMENTS (REFER TO THE ATTACHED ANNEXURE C)

- Bidders must provide evidence of company experience (company profile), personnel or resource qualifications, and skills and experience.
- Bidders must submit a detailed curriculum vitae (CV) for each personnel or resource being put forward in their submission, with a clear role either as an auditor or audit manager and indicate the years of experience of the resource (This condition shall be included in the service level agreement).

4.1. AUDIT MANAGERS: Four (4)

- Qualifications of proposed team members required: NQF Level 8 or Level 7 in Accounting/Auditing
- Proof of registration with the relevant professional body
- Proof of accreditation with the relevant body: SAICA CA (SA), ACCA, and IIA (SA) & CIA certification
- Minimum of 3 years of experience in managerial services, Public Sector Supply Chain Management (SCM) Audit, Internal Auditing, Governance, and Risk Management audit
- All qualifications must be SAQA accredited. Foreign qualifications must be submitted with SAQA accreditation confirmation.

4.2. AUDITORS: Eight (8)

- Qualifications of proposed team members required: NQF Level 8 or Level 7 in Accounting/Auditing
- Proof of registration with the relevant professional body
- Minimum of 3 years' working experience in Public Sector Supply Chain Management (SCM) audit, Internal Auditing, Governance and Risk Management audit
- All qualifications must be SAQA accredited. Foreign qualifications must be submitted with SAQA accreditation confirmation.

NOTE: All bid submissions must be accompanied by:

- copies of the qualifications and CVs of personnel detailing their years of experience and role on the project.

The department reserves the right to verify the qualifications and professional body registrations.

5. DURATION

The appointment of a panel of service providers to render probity audit services to Gauteng Provincial Government departments and entities in the procurement of infrastructure, goods, and services for a period of 3 years (36 months).

6. APPLICABLE LEGISLATION, FRAMEWORKS, AND POLICIES

The Gauteng Provincial Treasury derives its mandate with regard to Supply Chain Management mainly from the legislation and frameworks applicable to the public sector. These are as follows:

Enabling Legislation

- The Constitution of the Republic of South Africa (1996)
- The Public Finance Management Act (PFMA), 1 of 1999 (updated April 2013)
- The Preferential Procurement Policy Framework Act (Act 5 of 2000)
- The Broad-Based Black Economic Empowerment Act (Act 53 of 2003)
- The National Treasury Regulations (2005)
- Gauteng Finance Management Supplementary Amendment Act 6 of 2019.

The mandate derived from the above legislation requires Gauteng Provincial Treasury to monitor compliance with the implementation of SCM legislation and prescripts by provincial departments and entities and further provide assistance and support where gaps are identified. The independent audit aims to enhance the role of Provincial Treasury in fulfilling this mandate.

7. COUNTRY OF ORIGIN

All services shall be rendered by South African companies that are registered with the Companies and Intellectual Property Commission (CIPC) and registered on the Central Supplier Database (CSD).

8. GENERAL CONDITIONS

The general conditions of the contract are attached in section 1 of the tender document. These conditions are stipulated in this BID, and they cannot be amended.

9. SPECIAL CONDITIONS OF CONTRACT UNDER INVITATION TO BID DOCUMENT

The bidder must note the special conditions of the contract of the tender listed below:

9.1. Resources

- For additional resources required during the agreement, while performing probity audit services to be provided by the company, the personnel must meet the same requirements as outlined in the terms of reference and must be approved by the institutions; the requirements for additional resources will be embedded in the Service Level Agreement (SLA). (Qualifications, professional accredited bodies, and experience requirements).
- The bidders are encouraged to include qualified trainees in the probity audit process; however, the trainees must be supervised by the experienced staff who meet the requirements throughout the whole process, and the requirements for qualified trainees will be embedded in the SLA.
- Allocating unqualified staff could reasonably be considered a material breach because it undermines the quality of service, and it may lead to cancellation of the contract.

Bidders must ensure compliance with the Immigration Act 13 of 2002 during the contract duration when employing resources.

9.2. Confidentiality and Data Protection

- All information obtained during the audit is confidential and may not be disclosed without written consent.
- Compliance with applicable data protection laws (e.g., POPIA in South Africa).

9.3. TRANSFER OF SKILLS

The appointed panel of service providers will transfer skills to supply chain practitioners, bid committee members, where applicable, and the Head of Procurement. The service provider must conduct a workshop once a year throughout the three (3) year contract period.

10. FEES

Fees for services rendered will be payable in South African rands on presentation of the probity report confirming the successful completion of each phase/milestone of the procurement process. Fees are limited to the Auditor General of South Africa's consultancy rates published annually.

11. GPT ELECTRONIC INVOICE SUBMISSION AND TRACKING

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this, it is compulsory for the successful bidder/s, on the award, to register for GPT Electronic Invoice Submission and Tracking. GPT shall assist the successful bidder/s in this regard, if required.

12. SOURCING OF SERVICE PROVIDERS ON THE PANEL

- Allocation of work to the panel will be executed using the Request for Quotation (RFQ) procurement system, where the request will be issued to service providers in the panel.
- The GPG institutions will use the quotation process to allocate work to the panel members in accordance with the Institution's Specific Goals and any other transformative Departmental objectives in accordance with the departmental SCM policies.
- The probity audit firm will apply project-based costing on the project to be assigned, for which it will be outlined which stage of procurement the probity auditor is appointed for, e.g., specification review and until advert, closing and opening of bids, to evaluation and reporting stage, and/or from specification stage to evaluation and reporting stage.
- The personnel requirements will depend on the nature of the project, as there are projects that might require 1 audit manager and 1 auditor, and there will be those that might require more than 1 audit manager and auditor, which are high-volume tenders.

13. CONFLICT OF INTEREST

Potential probity audit service providers are required to divulge all potential threats to independence, including conflicts of interest, at the time of offer or as soon as any conflict becomes apparent during the probity service engagement. The probity audit service provider is required to provide written assurance that he/she has no conflict of interest in the procurement, is able to remain objective and impartial throughout the engagement and will provide notification of any conflict of interest or compromise to independence that arises during the probity engagement.

This is to augment the absence of confirmation that verifies the vetting of Probity Auditors in an effort for the Departments and Entities to contain the exposure risk. Should the institutions identify any possible conflicts within the panel, the conflicted service provider will be notified and be removed from that project where a conflict of interest exists. The institutions reserve the right to appoint another audit firm should the probity auditors in the panel be viewed to be conflicted in any way.

If the institutions are advised of any threat to the independence that has risen during the probity service engagement, its impact on the engagement should be considered, including how the threat will be managed.

14. NON-COMPULSORY BRIEFING SESSION

Bidders are encouraged to attend a virtual briefing session on the date and time to be communicated in the bid document.

15. EVALUATION METHODOLOGY

STAGED APPROACH WHICH WILL BE APPLIED IN THE EVALUATION OF BIDS

Evaluation of the bids will be conducted using **Stage One, which will be Administrative Compliance (Stage 1A) and Technical / Functionality Evaluations (Stage 1B)**.

- During stage 1A, Bidder/s are required to comply with the **Administrative Compliance** requirements. Bidders that fail to meet the required criteria shall not be considered for further evaluation and therefore regarded as non-responsive.
- During stage 1B, Bidders are required to meet the minimum threshold of **70-points** for **Functionality.** Bidders that fail to meet the minimum threshold shall be disqualified and regarded as non-responsive.

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	TERMS OF REFERENCE FOR A PANEL OF SERVICE PROVIDERS TO RENDER PROBITY AUDIT SERVICES TO GAUTENG PROVINCIAL GOVERNMENT DEPARTMENTS AND ENTITIES IN THE PROCUREMENT OF INFRASTRUCTURE, GOODS AND SERVICES FOR PERIOD OF 36 MONTHS	Page: 11 of 14

STAGE 1A: ADMINISTRATIVE COMPLIANCE

MANDATORY DOCUMENTS REQUIRED	SUBMITTED (YES/NO)
1. Standard Bidding Documents (SBD 1) completed and signed	
2. Standard Bidding Documents (SBD 4) completed and signed	
3. POPIA Consent form must be completed and signed	
4. GPG Integrity Pact for Businesses completed and signed	
5. In cases of Joint Venture/ consortium, the parties must submit a Joint Venture or consortium agreement formalising the relationship, and the Director or authorized person to sign on the documents must be indicated to ensure that only the authorized signatory with signing powers is able to sign the documents. In case the company has registered for all officials, it must highlight and name the official/s.	
6. Bidders are requested to complete and attach **Annexure C (Mandatory Administrative Form),** indicating names, qualifications, registration of the proposed team members, and accreditation of the proposed Audit Managers. Only the names of resources put forward in **Annexure C** will be evaluated. Any other resources provided outside of the requirements of **Annexure C** will not be considered. Additional resources appointed during the term of the contract must meet the same requirements as outlined in the terms of reference. The **4 Audit managers** must provide: • copies of active and valid membership registration with the recognized chartered accountancy and auditing professional bodies • copies of accreditation with recognized chartered accountancy and auditing professional bodies (Valid membership confirmation letter or certificates of good standing from the professional bodies (CA(SA), ACCA, and IIA(SA) & CIA certification) • copies of NQF Level 7 or higher relevant Qualifications in Accounting or Auditing. The **8 Auditors** must provide: • copies of active and valid membership registration with the recognized chartered accountancy and auditing professional bodies (Valid membership confirmation letter or certificates of good standing from the professional bodies) and • copies of NQF Level 7 or higher relevant Qualifications, Accounting and Auditing.	
NOTE: A letter of good standing to confirm proof of active and valid registration of membership for the resources provided is required on the closing date of the bid. • Professional membership and accreditation for all key resources must remain valid for the entire 3-year contract duration. • Should any resource be replaced, the replacement personnel must meet the same qualifications, membership, and accreditation requirements.	

NOTE: Bidder/s that fail to meet the required criteria stipulated under Administrative Compliance shall not be considered for further evaluation, including the bidder that do not meet the required team of four (4) Audit Managers, eight (8) Auditors.

Please note the rules around acceptance of copies:

Certification as a "true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963, and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963. No copy of a "certified true copy of the original" will be accepted.

Other required documents:

- CSD compliance report
- Company and Intellectual Property Commission (CIPC) Certificate
- SARS Tax Status Information:
    i. Tax Compliance Status (TCS) Pin code issued by the South African Revenue Services (SARS)
    ii. Bidders must ensure compliance with their tax obligations
    iii. Application for tax compliance status (TCS) or PIN may also be made via e-filing through the website: www.sars.gov.za
    iv. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status
    v. In bids where consortia, joint ventures, and subcontractors are involved, each party must submit a separate PIN.

STAGE 1B: FUNCTIONALITY EVALUATION

A total of **100 points** is allocated for stage 1B – Functionality.

During stage 1B, Bidders are required to meet the minimum threshold of **70-points** for **Functionality.** Bidders that fail to meet the minimum threshold shall be disqualified and regarded as non-responsive.

AREA	REQUIREMENTS	POINTS
1. RESOURCE CAPACITY AND CAPABILITY FOR AUDIT MANAGERS	**AUDIT MANAGERS' EXPERIENCE:** Detailed CVs must clearly state the experience in the number of years **(start date and end date linked to each of the projects)** in auditing within Public Sector Supply Chain Management (SCM), Internal Audit, Governance, and Risk Management. **MANAGERIAL EXPERIENCE (15 POINTS)** • Five (5) years' experience managing probity, audit, or assurance engagements for government institutions (**15 Points)** • Three (3) years but less than 5 years of working experience managing probity, audit, or assurance engagements for government institutions (**10 Points)** • Less than three (3) years of experience in managing probity, audit, or assurance engagements for government institutions (**0 Points)** **EXPERIENCE IN PUBLIC SECTOR SUPPLY CHAIN MANAGEMENT AUDIT (15 POINTS)** • Ten (10) years of working experience in Public Sector Supply Chain Management Audit **(15 Points)** • Five (5) years but less than 10 years of working experience in Public Sector Supply Chain Management Audit **(10 Points)** • Three (3) years but less than 5 years of experience in Public Sector Supply Chain Management Audit **(05 Points)** • Less than 3 years of experience in Public Sector Supply Chain Management Audit **(0 Points)** **EXPERIENCE IN INTERNAL AUDIT, GOVERNANCE, AND RISK MANAGEMENT AUDIT (15 POINTS)** • Ten (10) years of working experience in Internal Audit, Governance, and Risk Management audit **(15 Points)** • Five (5) years but less than 10 years of working experience in Internal Audit, Governance, and Risk Management audit **(10 Points)** • Three (3) years but less than 5 years of working experience in Internal Audit, Governance, and Risk Management audit **(05 Points)** • Less than 3 years of experience in Internal Audit, Governance, and Risk Management audit **(0 Points)**	**45**

	The total number of allocated teams' experience will be divided by the number of allocated team members to work out the average team experience e.g., criteria 1, the managerial experience of the 4 audit managers' scores will be added and divided by 4 to have the total average score for that criterion.	
2. RESOURCE CAPACITY AND CAPABILITY FOR AUDITORS	**AUDITORS EXPERIENCE** Detailed CVs must clearly state the experience in the number of years **(start date and end date linked to each of the projects)** in auditing within Public Sector Supply Chain Management (SCM), Internal Audit, Governance, and Risk Management. **EXPERIENCE IN PUBLIC SECTOR SCM AUDIT (20 POINTS)** • Ten (10) years of working experience in public sector SCM audits (**20 Points)** • Five (5) years but less than 10 years of working experience in public sector SCM audits **(15 Points)** • Three (3) years but less than 5 years of working experience in public sector SCM audits (**10 Points)** • Less than 3 years of working experience in public sector SCM audits (**0 Points)** **EXPERIENCE IN INTERNAL AUDIT, GOVERNANCE, AND RISK MANAGEMENT AUDIT (20 POINTS)** • Ten 10 years of working experience in Internal Audit, Governance, and Risk Management audit **(20 Points)** • Five (5) years but less than 10 years of working experience in Internal Audit, Governance, and Risk Management audit **(15 Points)** • Three (3) years but less than 5 years of working experience in Internal Audit, Governance, and Risk Management audit **(10 Points)** • Less than 3 years of experience in Internal Audit, Governance, and Risk Management audit **(0 Points)** **The total number of allocated teams' experience will be divided by the number of allocated team members to work out the average team experience e.g. criteria 1 experience in SCM audits, all 8 auditors' scores will be added and divided by 8 to have the total average score for that criterion.**	**40**
3. COMPANY EXPERIENCE (COMPANY PROFILE AND PURCHASE ORDER, INVOICE, AND REFERENCE LETTERS IN PUBLIC SECTOR SUPPLY CHAIN MANAGEMENT AUDITING)	Demonstrate the company's experience in Public Sector SCM Auditing by submitting: • Company profile with detailed public sector supply chain Management audit projects undertaken in the past 10 years, and copies of the purchase order, invoice, and signed reference letters in a company letterhead, indicating the period of the engagement, which includes contactable references.	**15**

	• Completed Supply Chain Management audit (Procurement/Tendering) projects should be listed per milestones (specification process & reporting, and the bid evaluation process & reporting). **COMPANY EXPERIENCE IN PUBLIC SECTOR SCM/PROBITY AUDIT PROJECTS (15 POINTS)** • Ten (10) or more completed projects and corresponding purchase orders, invoices, and contactable reference letters in SCM/Probity Audit Projects **(15 Points)** • Seven (7) to Nine (9) completed projects and corresponding purchase order, invoice, and contactable reference letters in SCM/Probity Audit Projects **(12 points)** • Four (4) to Six (6) completed projects and corresponding purchase order, invoice, and contactable reference letters in SCM/ Probity Audit Projects **(10 points)** • One (1) to Three (3) completed projects and corresponding purchase order, invoice, and contactable reference letters in SCM/ Probity Audit Projects **(05 Points)** • No completed project and corresponding purchase order, invoice, and contactable reference letters in SCM/Probity Audit Projects (**0 Points)** **Note: Projects listed on the company profile must correspond with the attached purchase order, invoice, and contactable reference letters (project description and period must align to the company profile).** • **Points will be allocated according to the list of completed projects and attached purchase order, invoice, and contactable reference letters.** • **Completed projects not corresponding with the purchase order, invoice, and contactable reference letters will be scored 0 points.** **The description of the work performed and the period of the engagement must be clearly highlighted.**	
TOTAL		**100**

GAUTENG PROVINCE
TREASURY
REPUBLIC OF SOUTH AFRICA

PROBITY AUDIT SERVICES TO GAUTENG PROVINCIAL GOVERNMENT DEPARTMENTS AND ENTITIES IN THE PROCUREMENT OF INFRASTRUCTURE, GOODS AND SERVICES FOR A PERIOD OF 36 MONTHS.

Annexure C: Mandatory Administrative Compliance Form

Qualifications, Registration, and Accreditation of Proposed Team Members:

Bidders are required to:

- Complete the form indicating names, qualifications, registration of the proposed team members, and accreditation of the proposed Audit Managers.
- Attach copies of Qualifications.
- Attach copies of active Membership
- Attach copies of accreditation from the Professional Body-SAICA CA (SA), ACCA, and IIA (SA) & CIA certification.

a) **Bidders are required to complete the form (Annexure C). Failure to complete the form will lead to the bidder's disqualification in the administrative compliance evaluation.**

b) **Only the names of resources put forward in Annexure C will be evaluated. Any other resources provided outside of the requirements of Annexure C will not be considered. Additional resources appointed during the term of the contract must meet the same requirements as outlined in the terms of reference.**

Required	**Name of the proposed team member**	**Qualifications of proposed team members required: NQF Level 8 or Level 7 in Accounting/Auditing**	**Proof of registration with the relevant professional body**	**Proof of accreditation with the relevant body**
Audit manager 1				
Audit manager 2				
Audit manager 3				
Audit manager 4				
Required	**Name of the proposed team member**	**Qualifications of proposed team members required: NQF Level 8 or Level 7 in Accounting/Auditing**	**Proof of registration with the relevant professional body**	**N/A**
Auditor 1				N/A
Auditor 2				N/A
Auditor 3				N/A
Auditor 4				N/A
Auditor 5				N/A
Auditor 6				N/A
Auditor 7				N/A
Auditor 8				N/A

GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	**Provincial Supply Chain Management**	
	Financial Statements	Page 1 of 1

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

INTEGRITY PACT FOR BUSINESSES

GAUTENG PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

6. REPUTATION

6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.

6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.

6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	**ETHICAL VALUES**
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8[1], copy of which is attached marked Annexure A, and that:

8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.

8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

[1] Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

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intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6th Floor 94 Pritchard Street Johannesburg

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8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.

9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

9.7 In case of sub–contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.

9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).

9.9 The bidder (or anyone acting on its behalf) warrants that:

9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or

9.9.2 It has not been convicted by a court of law for theft or extortion; and/or

9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

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11 CONFLICT OF INTEREST

11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.

11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12 LEGAL ACTIONS

12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13 VALIDITY

13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).

13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

Annexure A

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 “Day” means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

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 (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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