

<b>INVITATION TO SUBMIT A PROPOSAL FOR REQUIREMENTS OF THE SOUTH AFRICAN BUREAU OF STANDARDS (SABS)</b>
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**RFP NUMBER: RFP 20488**

**DESCRIPTION: APPOINTMENT OF EXTERNAL AUDITORS FOR REGULATORY AUDIT FOR A PERIOD OF THREE (3) YEARS**

**CLOSING DATE: 7 FEBRUARY 2022**

**CLOSING TIME: 11:00am**

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THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING DISQUALIFIED)

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	(CODE)		(NUMBER)	
FACSIMILE NUMBER	(CODE)		(NUMBER)	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED?	YES or NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?	YES OR NO
<p><u>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</u></p> <p>AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/></p> <p>A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/></p> <p>A REGISTERED AUDITOR <input type="checkbox"/></p> <p>[TICK APPLICABLE BOX]</p>	

NAME OF AUTHORISED PERSON	
SIGNATURE OF BIDDER	
CAPACITY UNDER WHICH THIS BID IS SIGNED	
DATE	

## 1. Intent

The South African Bureau of Standards (SABS) is inviting experienced and reputable (Suppliers) Bidders to submit proposals for provision of the regulatory external audit services.

## 2. Confidentiality

This document may not be used for any purpose by the Bidder other than for developing their response to it, and all reasonable efforts must be taken by the Bidder to ensure confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during the course of the Request for Proposal (RFP) process are to be covered by the non-disclosure agreement signed between the SABS and the Bidder.

## 3. Procedural compliance

### 3.1 Intent to respond

An interested Bidder is required to advise the SABS of its intention to submit a proposal by completing and returning the "Intention to Respond" form (Appendix B) no later than **7 February 2022**. Should a party decide not to respond to this RFP, you are requested to continue to treat the information as confidential in perpetuity.

### 3.2 Responsibility for costs

Under no circumstances shall the SABS accept any responsibility whatsoever for any of the Bidder's costs associated with the preparation and/or submission of its Bid/Proposal, including any costs incurred by the Bidder prior to the signature, by both parties, of an agreement resulting from a successful bid.

### 3.3 Amendments to the RFP

Amendments to this document shall only be effective if agreed by the SABS and confirmed in a written addendum to the RFP. The SABS reserves the right to modify the scope of this document at any time prior to and after the award of the tender.

### 3.4 Delivery of proposals or bids

The Bidder is responsible for ensuring that the Bid/Proposal is submitted and delivered on time to [Tenders.Lerato@sabs.co.za](mailto:Tenders.Lerato@sabs.co.za). The SABS undertakes that the Bids/Proposals shall be stored in a secure place, opened at the same time and not before the deadline for submission.

***Note: The above email address should only be used for submission of proposals. No clarity seeking questions should be sent to this email address.***

### 3.5 No obligation to proceed

The SABS reserves the right to discontinue the RFP process at any time prior to the formation of the envisaged agreement and will give written reasons for the cancellation upon written request to do so. The SABS, its subsidiaries, shareholders, advisors, directors, employees, representatives including the SABS Representative shall not be liable for any losses, claims or damages of whatsoever nature or howsoever arising that may be sustained by a Bidder or any other person as a result of its participation or any amendment, termination or suspension of the process set out in this RFP or its exclusion from participating in the tender process at any point. It is an express term that SABS shall in no way be liable for any indirect/consequential damages, loss of profits, etc. suffered by the Bidder during the RFP process, award, negotiating and/or contracting phase.

After any cancellation of the tender process or the rejection of all tenders due to non-compliance with the thresholds, SABS may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

### **3.6 No contract**

Bidders shall note that this RFP does not commit the SABS to any course of action resulting from the receipt of Bids/Proposals and the SABS may, at its discretion, reject any Bid/Proposal that does not conform to instructions and specifications that are contained herein or select a Bidder based upon its own unique set of criteria. SABS also reserves the right not to select a Bidder/award the tender. The SABS does not become bound by any obligations prior to the signature, by both parties, of an agreement - to be negotiated, resulting from a successful bid.

Nothing in this document shall be construed as a contract between the parties and no communication, whether verbal or written, by the SABS personnel or agents during the course of this process shall create such a contract in respect of the requirements specified in this RFP.

SABS shall not be liable for any fees incurred due to any work done/services performed by the Bidder prior to signature, by both parties, of an agreement resulting from a successful bid.

### **3.7 Validity of proposals**

The proposal shall remain valid for a period of one hundred and twenty (120) days from the submission date, where after such proposal expires. SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their proposals, prior to expiry thereof. Such request, if any, shall be in writing. The Bidder is not obliged to extend the validity period.

### **3.8 Intellectual Property**

The Bidder undertakes that the SABS retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.

## **4. General Instructions**

### **4.1 Assumptions**

The SABS has endeavoured to provide sufficient guidance to inform Bidders' Bids/Proposals. However, it may be necessary to make some assumptions. Where assumptions have been made these must be documented in the Bid/Proposal. The SABS accepts no responsibility for assumptions made by the Bidder.

### **4.2 Requests for clarification/additional information**

Requests for additional information, questions or issues fundamental to the quality or clarity of the response should be submitted using the 'Request for Proposal Enquiry' (Appendix N). Additional information will be provided at the discretion of the SABS. The SABS also reserves the right to provide the same information to all other interested Bidders.

#### 4.3 Contact information

All enquiries regarding this RFP must be e-mailed to [lerato.monyepao2@sabs.co.za](mailto:lerato.monyepao2@sabs.co.za). Bidders must not contact any other SABS personnel regarding this RFP as this may lead to disqualification of the bid. Also note that any canvassing by Bidders regarding this RFP will result in disqualification.

#### 4.4 Timescale

The proposed timescales for the RFP process are indicated below.

Item	Milestone	Date
1	Date of RFP advertisement	18 January 2022
2	Compulsory Briefing session	No
3	Appendix C, Non-disclosure Agreement /Confidentiality Undertaking signed and submitted	7 February 2022
4	Appendix B, Intention to respond released and submitted	7 February 2022
5	Final Date for Bidders to submit consolidated requests for clarification (Questions) Questions to be send to <a href="mailto:lerato.monyepao2@sabs.co.za">lerato.monyepao2@sabs.co.za</a>	1 February 2022
6	SABS clarification. (Not further clarification after this date)	4 February 2022
7	Proposal Submission Date Proposals to be send to <a href="mailto:Tenders.Lerato@sabs.co.za">Tenders.Lerato@sabs.co.za</a>	7 February 2022, 11:00 am
8	Evaluation of proposals	TBA
9	Awarding of Tender (Next TC seating)	TBA

#### 4.5 Management summary

This section should be submitted as a separate document. The information to be provided in the Management Summary shall include, but not be limited to the following items

- Company profile
- Completed 'Statement of compliance' (Appendix K)

#### 4.6 Presentations

The SABS reserve the right to request bidders to present for clarification.

#### 4.7 Clarification and inspections

The SABS may submit clarification in writing on specific tender aspects to obtain a better understanding of the received bid/s. This may also include possible inspections of the Bidder's premises at an agreed upon date and time.

## 4.8 Submitting a response

### 4.8.1 Due date

- Proposals/ Bids are to be submitted by closing date and time as stipulated on page 1.
- Proposals/ Bids must be submitted **electronically** to [Tenders.Lerato@sabs.co.za](mailto:Tenders.Lerato@sabs.co.za) indicating the tender **reference number** and **description on the subject**. **Maximum size 14MB.**
- Proposals/ Bids must be submitted on **PDF Files** (compressed zipped folder if necessary).
- Proposals/Bids submitted via a link and/or “we transfer” **will not be accepted.**
- The responsibility for on-time submission rests entirely with the Bidders.
- **Late submissions will NOT be accepted.**
- **The above email address should only be used for submission of proposals. No clarity seeking questions should be send to this email address.**

### 4.8.2 Proposal format

Each proposal shall include a detailed description of the Bidder’s capabilities with regard to the requirements set out in **Appendix A and Section 5.3** of the Functionality Evaluation.

### 4.8.3 Central Supplier Database (CSD) Registration

Service providers and suppliers who wish to render services to SABS will no longer register at SABS directly. Suppliers will have to register on National Treasury Central Supplier Database (CSD) as per National Circular No 3 of 2015/6 – Central Supplier Database;  
National Treasury will maintain the database for all suppliers for Government and its institutions; and  
All existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at [www.CSD.gov.za](http://www.CSD.gov.za).

## 5. Evaluation

### 5.1 Returnable documents

Bidders must provide the following administrative compliance documents.

[TICK APPLICABLE BOX]

NO	APPENDIX	TICK
1	Appendix A Tender Requirements/ Scope of Work	
2	Appendix B Intention to Respond	
3	Annexure C Signed Non-disclosure agreement	
4	Appendix D Vetted SABS Terms & Conditions	
5	Appendix E CSD Report / Proof of banking details for international suppliers	
6	Appendix F Declaration of Interest	
7	Appendix G Local Content(Not applicable)	
8	Appendix H BBBEE Certificate	
9	Annexure I Fixed Rate	
10	Appendix J Management Summary (including Statement of Compliance)	
11	Appendix K Statement of Compliance	
12	Appendix L Page 2 of the RFP Document	
13	Appendix M Audited Financial Statements	
14	Appendix N Request for Proposal Enquiry	

## 5.2 Disqualifying criteria is as follows:

- Bidders who do not meet all the requirements as specified on the RFP document scope of work will not be evaluated any further.
- Bidders whose solution is encumbered by any Intellectual Property rights, whether registered and / or unregistered, including but not limited to Copyrights, Patents, Know-How, Registered Designs, Trade Marks, Trade Secrets and the like, will not be considered for award of the bid.
- Bidders who make a misrepresentation on the above 2 points or any other material fact.

## 5.3 Objective Criteria

The auditor must be completely impartial and independent from all aspects of management or financial interests in the entity being audited. The auditor should not, during the period covered by the audit nor during the undertaking of the audit, be employed by, serve as director for, or have any financial or close business relationships with any senior participant in the management of the entity.

Note:

Bidders must take note that as per **Preferential Procurement Regulations, 2017** “A tender must be awarded to the tenderer who scored the highest total number of points in terms of the preference point systems (price and BBBEE POINTS), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the tender to another tenderer.

## 5.4 Tender Evaluation Process

### Stage 1: Mandatory Requirement

Document	Submitted (Yes/No)
1. Bidding Audit Firm must be registered with the Independent Regulatory Board for Auditors (IRBA) – Bidders to provide proof of registration	
2. Engagement Partner and any other partner who will be involved in the audit must be registered with IRBA – IRBA certificate/registration must be attached.	
3. Engagement Audit Manager must be registered CA (SA) – Membership certificate must be attached	
4. Independence Declaration – The bidder is required to certify that they are independent of the SABS and that nothing has transpired that would compromise their independence during the conduct of the audit as it is required by the Public Audit Act (Separate Independence Declaration must be attached)	

*NB: Only bidders that meet the mandatory requirement will be evaluated further on functionality evaluation.*

## Stage 2: Functionality Evaluation

no.	Selection Criteria		
	Functionality will be measured on a scale of 1-4, Poor:1, Average:2, Good:3, Excellent:4	sub weight	Weight
1	<b>Company Experience</b>		
	Company's years of experience in providing external audit services (company profile to be provided indicating the number of years experience ).		
	No relevant experience	0	
	< 5 Years of experience	1	
	5 - 10 Years of experience	2	
	> 10 - 15 of experience	3	
	> 15 years of experience	4	
2	<b>Size of the audit firm</b>		
	Bidders to provide their organigram indicating the number of partners and the partners proof of registration with IRBA		
	< 10 partners	0	
	10 - 15 partners, at least 50% registered with IRBA	1	
	> 15 - 20 partners, at least 50% registered with IRBA	2	
	> 20 – 25 partners, at least 50% registered with IRBA	3	
	> 25 partners, at least 50% registered with IRBA	4	
3	<b>Public Sector Experience</b>		
	Bidder must provide signed reference letters where external audits were performed in the public entities (not older than 5 years)• Client name; Service provided, contact person and contact details.		
	No relevant reference letter provided	0	
	1 – 2 relevant reference letter(s)	1	
	3 – 4 relevant reference letters	2	
	5 relevant reference letters	3	
	> 5 relevant reference letters	4	
4	<b>Experience of proposed team on the audit</b>		
	Bidders to demonstrate combined knowledge of the audit partner and audit team in all of the following specialist areas (CV's to be provided): Audit technical, IFRS, tax; risk, PFMA, National Treasury Regulations, PPPFA, Companies Act, Income Tax Act, Public Audit Act, and Auditor General Requirements (to be evaluated on senior members of the team)		
	No relevant experience	0	
	1 to 5 years' experience	1	
	> 5 to 10 years' experience	2	
	> 10 years' experience	3	
	> 15 years' experience	4	
			100%
Minimum threshold is 75%			

*Bidders who obtained 75% and more on functionality will be evaluated on 80/20 preference point system.*



### **Stage 3: Preference Point System**

Bids will be evaluated in terms of the Preferential Procurement Regulation of 2017, where the 80/20 preference points system (price and BBBEE) will be used.

#### **6. Feedback on Proposals**

Once the recommendation to the Tender Committee has been approved, the successful and unsuccessful bidder(s) will be notified in writing.

Successful bidder/s will be issued with a notification letter. Such notification does not constitute an agreement. The award is wholly subject to the successful Bidder entering into a duly signed contract with SABS.

#### **7. Contracting**

Successful bidder(s) will be required to enter into a contract with the SABS. A formal Agreement will be signed with the successful bidder and SABS further reserves the right to amend, alter or delete clauses relating to, but not limited to: insurance, indemnity, undertaking, guarantees, Intellectual Property, service levels and / or tax compliance.

SABS shall not be liable for any costs expended by the bidder prior to any formal agreement being signed. **It is therefore imperative that NO SERVICES are rendered prior to the formal agreement becoming effective.**

## Appendix A – Scope of Work

### 1. BACKGROUND

SABS Commercial (SOC) Ltd is a wholly owned subsidiary company of the SABS established as a statutory body in terms of Act 24 of 1945, which was superseded by the Standards Act, 1993 and subsequently superseded by the Standards Act, 2008. The SABS is listed as a Schedule 3B entity in terms of the Public Finance Management Act and the financial statements are prepared according to International Financial Reporting Standards (IFRS) and in compliance with PFMA and Companies Act of South Africa.

The SABS Commercial's headquarters is in Pretoria with branches in Durban, Cape Town, Port Elizabeth, East London, Richards Bay, Secunda, and other operations in the Mpumalanga province. SABS Commercial offers conformity assessment services such as testing, certification, etc, to a wide range of economic sectors, both locally and abroad, set against both national and international standards and specifications.

The SABS Commercial is the custodian of the SABS Mark Scheme, the principal seal of quality in South Africa. With its proud tradition in the South African economy, the SABS Mark is the promise of acceptable quality levels. It provides the assurance that products have been tested and inspected to ensure that they meet all minimum safety and quality requirements, and manufacturing processes meet predetermined requirements.

The SABS Commercial (SOC) Ltd is governed by the following Acts:

- Standards Act
- PFMA (including National Treasury Regulations)
- Companies Act
- Income Tax Act
- King IV on corporate governance
- Basic Conditions of Employment
- Value Added Tax Act

#### Financial information

	2019	2020	2021
	R	R	R
Revenue	473 575 286	412 387 223	383 419 161
Profit for the year	1 383 518	47 563 691	59 485 687
Total assets	355 070 984	540 789 181	537 929 551
Number of employees	558	544	518

### Terms of reference

The auditor must be completely impartial and independent from all aspects of management or financial interests in the entity being audited. The auditor should not, during the period covered by the audit nor during the undertaking of the audit, be employed by, serve as director for, or have any financial or close business relationships with any senior participant in the management of the entity.

The Audit firm should have adequate experience in auditing public entities. The firm shall have qualified auditors with relevant experience.

The audit engagement team should consist of a sufficient number of experienced and qualified professionals.

Selection of firms will be done only after detailed scrutiny of the credentials of the firm, their competency and number of qualified Chartered Accountants to be engaged for the Audit work.

All assignments shall be carried out with due diligence maintaining quality of work done and in least possible time. Any overspend on the approved budget must be brought to management attention for approval prior to it being incurred. The number of hours overspend as well as the additional work done must be provided.

### Timelines

SABS Commercial has a 31 March year-end. The year-end audit takes place from May until mid-July. SABS Commercial is also required to submit its financial statements for audit by 31 May of each year. Meetings will need to be attended with the Year- end steering committee from the start of the audit and attendance is required at the Audit Committee meetings in May and July where the financial statements/annual report will be discussed and approved.

Adherence to the dtic (Department of Trade, Industry and Competition) and National Treasury timelines is of extreme importance. The year-end timetable aims to approve the financial statements at the Audit Committee meeting in mid-May for submission to the auditors. In order to meet these deadlines the following dates should be noted.

- Year-end audit to commence second week in May.
- Audit to be finalised by the end of June.
- Reporting and audit conclusion by the first week of July
- Approval of audited financial statements at the Audit Committee meeting in the third week of July.

## 2. SCOPE OF WORK

The SABS Commercial (SOC) Ltd seeks to appoint a qualified service provider for the provision of external Regularity Audit Services as per details outlined scope of services stipulated in this document.

The appointed auditors will report to the Auditor General of South Africa (AGSA) who are the Group auditors. ICT as well as compliance relating to Audit of performance information (AOPO) are audited by the AGSA at a group level. The appointed auditors will conduct audit of ICT specific to the subsidiary.

The duration of the assignment will be determined by annual performance for a maximum period of three (3) years, renewable annually subject to annual appointment by the Auditor General (South Africa) ("AGSA") in line with section 25(2) of the Public Audit Act No. 25 of 2004. The SABS reserves the right to terminate the services of the auditors should circumstances of the subsidiary change.

The external audit services will include, but will not be limited to:

- Regularity audit services for SABS Commercial;
- Planning, management and execution of annual external audit of SABS Commercial (SOC) Ltd in accordance with International Standards on Auditing issued by the Auditing Practices Board;
- Providing an audit opinion on the IFRS prepared financials;
- Review of IFRS 9 model;
- Providing management reports on issues identified during the audit;
- Reporting on external audit progress to management and the Audit & Risk Committee
- Attendance at Audit & Risk Committee meetings as appropriate;
- Provision of an assessment as to whether the financial statements have been properly prepared in accordance with International Financial Reporting Standards;
- Reporting on "reportable irregularities" in terms of Section 45 of the Auditing Profession Act (Act 26 of 2005);
- Reporting on compliance with laws and regulations in terms of the Public Auditing Act;
- Regular interaction with the Auditor General, auditors of the parent entity to ensure compliance with Group financials;
- Review of the tax calculation;
- Provide a detail audit plan with associated costs and hours;
- Continuously avail themselves throughout the audit; and
- Conduct a general assessment of internal controls according to established internal control standards.

Annual Deliverables

- Detailed audit strategy of the financial year ahead including the budget, January of each financial year.
- Provide reports on assignments completed, progress and feedback
- Audit report
- Draft and final management report
- Attend all audit steering committee meetings
- Attend all Audit & Risk committee meetings
- Continuously avail themselves throughout the audit

**Appendix B**

**Intention to respond to the Request for Proposal**

**We hereby accept / decline your Request for Proposal.**

Company: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Please state a brief reason for declining this Request for Proposal \_\_\_\_\_

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## Appendix C

### NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), an organisation established in terms of section 2 of the Standards Act (29 of 1993), whose registered office is at 1 Dr Lategan Road, Groenkloof, Pretoria, 0001, South Africa.

AND \_\_\_\_\_ (“the Bidder”),  
Registration Number: \_\_\_\_\_ whose registered office is at \_\_\_\_\_

(Hereinafter referred to as the “parties”)

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Bidder has received, or may receive in future, information relating to **RFP 20488** for the South African Bureau of Standards and other related information hereinafter referred to as “Confidential Information”. “Confidential information” shall include, but not be limited to any information disclosed by the SABS and / or any of its affiliates, employees, agents, representatives, subcontractors and consultants to the Bidder, its employees, agents, representatives and consultants, whether orally, in writing, by graphic, pictorial or electronic format, which information includes but is not restricted to Business information, including know how, commercial and technical aspects of products, processes and services; status and capabilities of the SABS’ business; The SABS or its subcontractors’ marketing and planning programs, products specifications, Service specifications, plans, drawings, test results and findings; financial, operational and technical data; and particular types of technologies and inventions, that already currently exist or that the SABS wishes to be developed, which could be subject to intellectual property rights, whether registered and/or unregistered.

Therefore the parties wish to agree as follows:

1. The Bidder undertakes to keep strictly secret and confidential all confidential information relayed or transmitted to it in any manner or form and will not divulge any part of the Confidential Information directly or indirectly to any person, firm or entity (other than such of its employees who have a need to know the Confidential Information for the purposes of fulfilling the Bidder’s obligation to the South African Bureau of Standards).
2. The Bidder undertakes to not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfil specific obligations towards South African Bureau of Standards) without South African Bureau of Standards express prior written consent.
3. This agreement applies to information whether or not such information is marked as or appears to be confidential and whether or not such information is of commercial use to South African Bureau of Standards or any other party.
4. This agreement shall not apply to information which:-
  - (a) the Bidder can show had been lawfully received by it prior to disclosure under this agreement.
  - (b) is in the public domain or becomes so otherwise than through breach of this agreement;

- (c) was disclosed to the Bidder by a third party who was under no obligation of confidence in respect thereof;
5. The Bidder further undertakes that the South African Bureau of Standards retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABs, including undertaking to sign all forms necessary to affect such transfer.
6. The Bidder acknowledges that the confidentiality obligations extend from signature of this agreement and survive the termination of the tender process, whether the Bidder is successful or not.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate.

Signed at.....on this.....day of .....2022

On behalf of the South African Bureau of Standards .....(signature) Lerato  
Monyepao (Procurement)

Witness 1. .... Witness 2. ....

Signed at..... on this.....day of .....2022

Signed on behalf of the Bidder, duly authorised thereto..... (signature)

..... (name) ..... (title)

Witness 1. .... Witness 2. ....

## **Appendix D**

### **SABS STANDARD TERMS AND CONDITIONS**

Bidders must sign the terms and condition to indicate acceptance thereof. Should the bidder have a variation/s, these must be submitted as Annexure F1 indicating the clause number, the rational for not accepting that specific clause and provide an alternative clause.

<https://www.sabs.co.za/Procurement/docs/SABS%20STANDARD%20TERMS%20AND%20CONDITIONS%20FOR%20PROCUREMENT%20OF%20GOODS%20AND%20SERVICES....pdf>



**Annexure E**  
**CSD REPORT**

## Appendix F

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

.....  
.....

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

**YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid  
document?

**YES / NO**

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

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

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

2.8 Did you or your spouse, or any of the company's directors /  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

**YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have  
any relationship (family, friend, other) with a person  
employed by the state and who may be involved with  
the evaluation and or adjudication of this bid?

**YES / NO**

2.9.1If so, furnish particulars.

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

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

**YES/NO**

2.10.1If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

**Appendix H**  
**BBBEE Certificate**

## Appendix I – Pricing Schedule

Bidders must provide an all-inclusive fixed pricing for the contract period and details as follows:

- Fees must be quoted at an inclusive rate for the different levels of proposed resources to be utilized as listed below:

YEAR 1			
Resource	Rate per hour	Estimated Hours	Total Cost
Director/Partner			
Senior Manager			
Manager			
Senior Auditor			
Auditor			
Any other stated level of the resource			
<b>Total</b>			

YEAR 2			
Resource	Rate per hour	Estimated Hours	Total Cost
Director/Partner			
Senior Manager			
Manager			
Senior Auditor			
Auditor			
Any other stated level of the resource			
<b>Total</b>			

YEAR 3			
Resource	Rate per hour	Estimated Hours	Total Cost
Director/Partner			
Senior Manager			
Manager			
Senior Auditor			
Auditor			
Any other stated level of the resource			
<b>Total</b>			

- All administrative cost such as accommodation, travel, subsistence, for the duration of the audit period must be indicated.
- The total quotation must be inclusive of Vat.
- In addition to the proposed pricing schedule provided, Bidders must also provide a detailed pricing breakdown for the duration of the contract (3 years).

**Appendix J**  
**Management Summary**

## Appendix K

### Statement of Compliance to the Request for Proposal

Company Name: \_\_\_\_\_

Proposed Service: \_\_\_\_\_

It is hereby confirmed that the proposal response to the SABS' RFP is fully compliant with all points with the exception of the specific issues outlined below:

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Signed: \_\_\_\_\_ (Authorised Signatory)

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



**Appendix L**  
**Page 2 of tender document**

**Appendix M**  
**AUDITED FINANCIAL STATEMENT**

## Appendix N

### Request for Proposal Enquiry

To: [lerato.monyepao2@sabs.co.za](mailto:lerato.monyepao2@sabs.co.za)

From: \_\_\_\_\_

Questions:

Answers:

To: [lerato.monyepao2@sabs.co.za](mailto:lerato.monyepao2@sabs.co.za)