



## **BID NOTIFICATION**

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**THE NATIONAL CONSUMER TRIBUNAL HEREBY INVITES  
POTENTIAL SERVICE PROVIDERS TO BID FOR THE  
FOLLOWING SERVICES:**

<p><b>Provision of External Audit Services to the National Consumer Tribunal (NCT), tender no. NCT- 4/3/2/43</b></p>
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**Date issued:** 11 October 2023

**Closing date and time:** 06 November 2023 at 12:00PM

**Bid Validity Period:** 90 calendar days

**Address:**

Lakefield Office Park  
Ground floor Building B, 272 West Avenue  
Corner of West Avenue and Lenchen Avenue North,  
Centurion, Pretoria

## Table of Contents

1. INTRODUCTION .....	3
2. SERVICES REQUIRED .....	4
3. LEGISLATIVE FRAMEWORK OF THE BID .....	4
4. TIMELINE OF THE BID PROCESS .....	5
5. COMMUNICATION DETAILS .....	6
6. LATE BIDS .....	7
7. COUNTER CONDITIONS .....	7
8. FRONTING .....	7
9. SUPPLIER DUE DILIGENCE .....	8
10. SUBMISSION OF PROPOSALS .....	8
11. PRESENTATION / DEMONSTRATION .....	9
12. DURATION OF THE CONTRACT .....	9
13. TERMS OF REFERENCE .....	9
14. NCT REQUIREMENTS FOR BIDDERS .....	14
15. EVALUATION AND SELECTION CRITERIA .....	15
16. PRICING PROPOSALS .....	22
17. GENERAL CONDITIONS OF CONTRACT .....	23
18. CONTRACT PRICE ADJUSTMENT .....	23
19. SPECIAL CONDITIONS OF THIS BID .....	23
20. THE NCT REQUIRES BIDDER(S) TO DECLARE .....	24
21. CONFLICT OF INTEREST, CORRUPTION AND FRAUD .....	25
22. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT .....	26
23. PREPARATION COSTS .....	26
24. INDEMNITY .....	27
25. PRECEDENCE .....	27
26. LIMITATION OF LIABILITY .....	27
27. TAX COMPLIANCE .....	27
28. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS .....	27
29. GOVERNING LAW .....	28
30. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL .....	28
31. CONFIDENTIALITY .....	28
32. THE NCT PROPRIETARY INFORMATION .....	29
33. AVAILABILITY OF FUNDS .....	29
34. ANNEXURE A – PRICING SCHEDULE .....	30
35. ANNEXURE B – SBD Forms .....	31

## **1. INTRODUCTION**

1.1. The National Consumer Tribunal (“NCT”) was established in terms of the National Credit Act, No. 34 of 2005 (“the NCA”) as amended and in terms of the Consumer Protection Act, Act No. 68 of 2008 (“the CPA”)

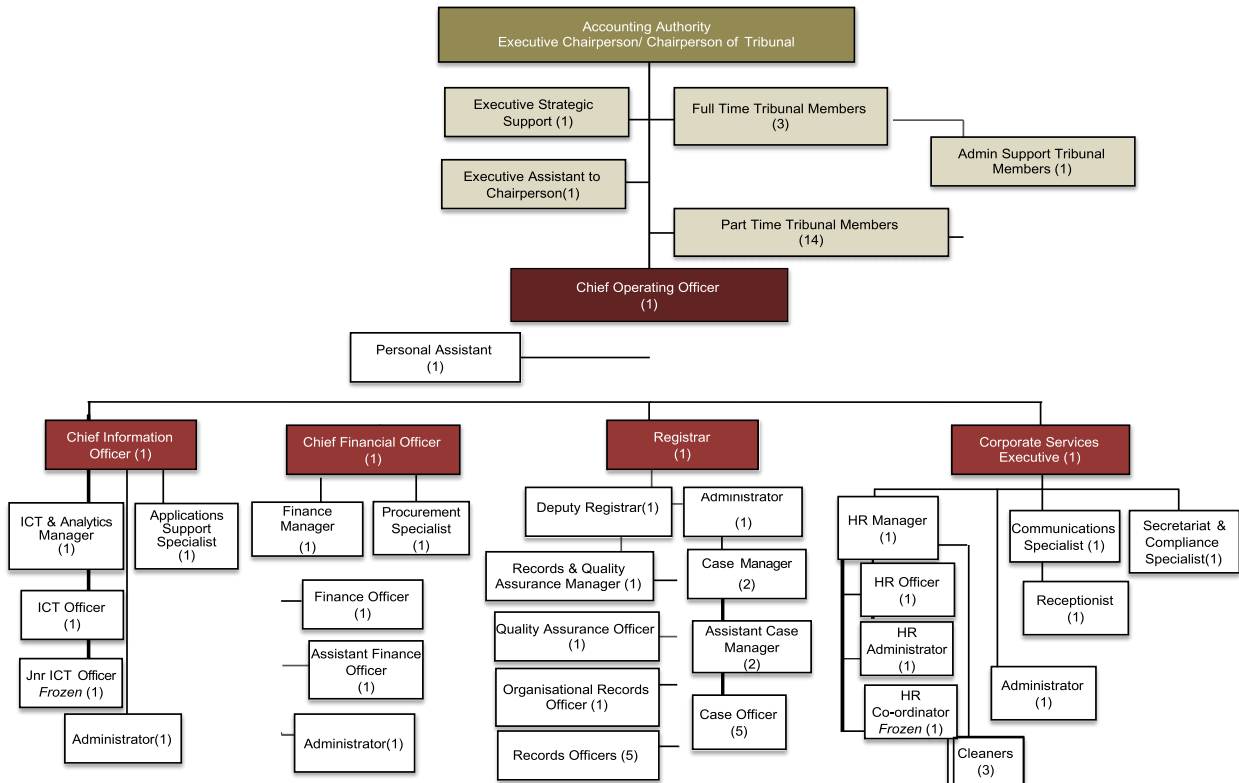
### **1.2. Mandate and functional purpose**

As an independent adjudicative entity, the NCT’s mandate is to hear and decide on cases involving consumers, service providers, credit providers, debt counsellors and credit bureaux. It is also responsible for reviewing decisions made by the National Credit Regulator and the National Consumer Commission.

In pursuing this mandate, the functions of the NCT is to –

- Adjudicate on any application or referral that may be made to it in terms of the National Credit Act and Consumer Protection Act;
- Make any order provided for in these Acts regarding such an application or referral of prohibited conduct and if finding that a contravention exists, by imposing a remedy provided for in these Acts;
- Grant an order for costs in terms of these Acts;
- Exercise any other power conferred on it by these Acts.

- The NCT's Organogram is outlined below:



## 2. SERVICES REQUIRED

The Tribunal requires External audit services for a period of five years.

## 3. LEGISLATIVE FRAMEWORK OF THE BID

### 3.1 Tax Legislation

- 3.1.1. Bidder(s) must be compliant when submitting a proposal to the NCT and remain compliant for the entire duration of the contract with all applicable legislative prescripts, particularly the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 3.1.2. It is a condition of this bid that the successful bidder should be fully tax compliant, alternatively, that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 3.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

- 3.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 3.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 3.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

### 3.2 Procurement Legislation

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

### 3.3 Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services required.

## 4. TIMELINE OF THE BID PROCESS

- 4.1 The period of validity of Bids and the withdrawal of offers, after the closing date and time shall be 90 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid	11 October 2023

Activity	Due Date
Bid closing date	<b>06 November 2023 at 12:00 PM</b>
Notice to bidder(s)	The NCT will endeavour to inform bidders of the outcome of the application.

4.2 All dates and times in this bid are South African standard time.

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

4.4 The bidder accepts that, if the NCT extends the deadline for bid submission (the closing date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## 5. COMMUNICATION DETAILS

5.1 A nominated official of the bidder(s) can make enquiries in writing, to the [procurement@thenct.org.za](mailto:procurement@thenct.org.za), [MGroenewald@thenct.org.za](mailto:MGroenewald@thenct.org.za) and [TMozanane@thenct.org.za](mailto:TMozanane@thenct.org.za). Bidder(s) must reduce all telephonic enquiries to writing and send to the abovementioned email addresses.

5.2 The delegated office of the NCT may communicate with Bidder(s) where clarity is sought in the bid proposal.

5.3 Any communication to an official or a person acting in an advisory capacity for the NCT in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged, unless it is for purposes of providing clarity in respect of the legitimate questions pertaining to the bid. The NCT reserves the right not to answer questions which it considers to be inappropriate.

5.4 All communication between the Bidder(s) and the NCT must be done in writing.

5.5 Whilst all due care has been taken in connection with the preparation of this bid, the NCT makes no representations or warranties that the content of the bid or any

information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The NCT, and its employees and advisors will not be held liable for any information communicated which may not be accurate, current, or complete.

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

5.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NCT shall, if possible, be corrected and be provided to all Bidder(s) without attributing such discrepancy, ambiguity, error or inconsistency to the Bidder(s) who provided the written notice of such matters.

5.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **6. LATE BIDS**

6.1 Bids received **after the closing date and time**, at the address indicated in the bid documents, shall not be accepted for consideration and where practicable, shall be returned unopened to the Bidder(s).

## **7. COUNTER CONDITIONS**

7.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions shall render such bids invalid.

## **8. FRONTING**

8.1 Attention is brought to the bidders that Fronting is a criminal offence, punishable by law.

8.2 The Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an

honest, fair, equitable, transparent and legally compliant manner. Against this background, the Government condemns any form of fronting.

8.3 The Government, in ensuring that Bidders conduct themselves in an honest manner shall, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representations made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, as well as the provisions of the B-BBEE Act as amended, be established during such enquiry / investigation, the onus shall be on the Bidder / contractor to prove that fronting does not exist.

8.4 Failure by the Bidder(s) to provide evidence to the NCT that no fronting conduct was committed within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the Government for a period not exceeding ten years, in addition to any other remedies the NCT may have against the Bidder / contractor concerned. Furthermore, the NCT shall report any suspected acts of fronting to the South African Police Services for investigation.

## **9. SUPPLIER DUE DILIGENCE**

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

## **10. SUBMISSION OF PROPOSALS**

10.1 All tenders must be clearly marked: "For attention: Chief Operating Officer" with the Tender Reference number included and delivered to:

**The Chief Operating Officer  
The National Consumer Tribunal  
Ground Floor, Building B  
Lakefield Office Park  
272 West Avenue  
Corner of West Avenue and Lenchen Avenue North  
Centurion 0046**

10.2 Bid documents shall only be considered when received by the NCT before the closing date and time.



10.3 The bidder(s) are required to submit Three (3) copies: One (1) original and Two (2) duplicate and submit by the closing date **06 November 2023 at 12:00 PM**. Each submission must be marked correctly and sealed separately for ease of reference during the evaluation process.

10.4 Bidders are requested to initial each page of the tender document on the right-hand side at the bottom of each page.

## **11. PRESENTATION / DEMONSTRATION**

11.1 The NCT reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

## **12. DURATION OF THE CONTRACT**

12.1 The successful bidder shall be appointed from the date of award for a period of five (5) years.

## **13. TERMS OF REFERENCE**

13.1 Purpose of the bid

The National Consumer Tribunal (NCT) seeks to appoint a service provider to provide External audit services for a period of five years.

The external audit of the NCT was historically performed by the Auditor-General of South Africa (AGSA) who has opted not to perform the audit since the 2018/19 financial year.

The NCT is listed in the Public Finance Management Act as a schedule 3A Public Entity and is 90% funded by the Department of Trade and Industry and employs 55 fulltime employees and +-10 part time employees. The expenditure in the 2023/24 financial year is budgeted at R70.7 million. The NCT's official premises are situated in Centurion, Pretoria and do not have satellite offices elsewhere in the country.

The successful bidder shall be appointed for a period of five (5) years subject to the following conditions:

- Confirmation on an annual basis by the Audit & Risk Governance Committee of the NCT based on an evaluation of the effectiveness as well as the independence and objectivity of the External Auditors.
- Consultation with the Auditor General before the appointment of the Audit firm is finalised.

### 13.2 Scope of work and timing

The external auditors will be required to perform the necessary audit work to enable them to express an audit opinion for each year ending 31 March on the Financial Statements and performance information of the NCT. Please note that in terms of the Public Finance Management Act, the Audit Report must be issued not later than the 31 July 2024.

### 13.3 Proposal

#### **13.3.1**

#### **- Technical approach**

##### **i. Bidders must, at least:**

- a. Describe in detail the firm's Audit methodology/ approach and the technology used;
- b. Discuss the firm's approach to relying on the work of internal auditors or other auditors in a joint Audit engagement.

**ii. Capacity and Experience**

- a. Total number of audit staff and staff that provide audit related services in the following categories: partners, managers and other personnel;
- b. Provide up to date CV's of all partners and managers that will form part of the audit team. The CV's should indicate at a minimum the level of authority, e.g. (supervisor, manager, etc.) and experience.
- c. Provide details of the technical departments (or equivalent departments) specializing in PFMA as well as Information Systems/ Technology. Details should be provided of the key partners and managers in these fields who can be regarded as specialists.
- d. Provide details of names of the firm's audit engagements during the preceding 5 years in the Public Sector, particularly specifically categorized public entities such as the National Consumer Tribunal.

**iii. Other**

- a. Quality Control
  - Describe the firm's quality control system and demonstrate that the firm has established adequate quality control policies and procedures that comply with Auditing pronouncements.
- b. Independence and Objectivity
  - In terms of The NCT policy, the external auditors and their consulting arms or related entities may not be engaged for non-audit related work.
  - Provide details of all consulting work (description, amount and period) performed or to be performed by the audit firm for The NCT during the past 3 years 2020 to 2023. This also includes work performed or to be performed as subcontractors.
  - Provide details of any possible conflict of interests as well as other information where the independence and/or objectivity may be at risk. Where such risk independence and/or objectivity has been identified,

indicate how they would be managed by the firm should it be appointed as the auditor. (Please note that should the firm be appointed auditor, The NCT will review the firm's involvement in such consulting services).

**iv. Insurance**

- Provide details of local as well as international professional indemnity insurance (where Applicable).

**v. Approach**

Detailed approach

Information containing the specific steps, resources and timing associated with the approach should be detailed in this section.

***Key outputs/outcomes (Deliverables)***

This section should include the list of deliverables that will be developed. A description of each deliverable listed should be included in the proposal.

***Proposed project plan***

The Bidder must provide a project plan, which shall indicate the specific tasks, timeframes and resources with each project activity. The Bidder must provide an organization structure of the project team, including responsibilities of all team members involved.

#### 13.4 Track Record

##### Team

Provide resumes of those officers that will be directly involved in the management of the NCT account; who the primary contact will be; and what; if any; experience these officers have in working with public sector clients.

##### Quality

The proposal should provide details of the approach on how to ensure and measure a quality project delivery. It should provide details of any industry-recognized quality standard to which it is, or will become, compliant (including a timeframe for compliance, if not already achieved), as well as awards received over the last two years.

##### References

a.) Provide three (3) written current references where services were rendered in the last three years (and if possible, where similar services were provided) who can attest to the bidder's experience as it relates to similar services. Such information should include: -

- The length of time you have provided services,
- Client name,
- Contact name and position in company,
- Address,
- Phone number; and
- Email address

#### 13.5 Cost Proposal

Tenderers should provide a pricing schedule which clearly sets out the cost of providing the required services, together with any other charges. Other charges should be explained.

The terms and fees proposed for the proposed services should include a proposed escalation in fees over a multi-year period of 5 years.

The fees should be based on an estimated 1 000 hours per annum.

The pricing schedule should clearly indicate the hours, and the hourly rate per the respondent's staff.

All assumptions made in drawing the proposal, including all cost factors such as traveling, must be detailed.

The bidder must indicate if the prices quoted include or exclude value added tax (VAT).

Prices quoted must be valid for at least **90 (ninety) days** from the closing of the tender.

Any proposal that does not include information required in this paragraph will be disqualified.

#### 13.6 Term of Contract

The service level agreement resulting from this request for proposals shall be for a five (5) year period which will be governed in terms of Service Level Agreement.

### 14. NCT REQUIREMENTS FOR BIDDERS

14.1. The Technical Information should contain the following information:

14.2. Bidders are required to submit a detailed business proposal consisting of technical and financial information

- a.) The experience and qualifications of the personnel to be allocated to the NCT;
- b.) Provide certified copies of professional qualifications and professional body registration/membership;
- c.) Provide company registration documents (if applicable), board of directors (if applicable) and management and copies of identity documents and CSD

Registration Information;

- d.) Provide original or the original certified copy of BBBEE Certificate or original sworn affidavit;
- e.) Provide three (3) or more reference letters from previous clients where similar services were or are being rendered; and
- f.) Full completion of the attached SBD Forms.

## 15. EVALUATION AND SELECTION CRITERIA

- 15.1 The NCT has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and Specific Goals Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 15.1 (Table 1) Below.  Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of <b>80</b> points out of <b>100</b> points to proceed to Gate 2 (Price and Specific Goals). (Preference point system)	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met or exceeded the threshold of <b>80</b> points in Gate 1.

### 15.2 Gate 0: Pre-qualification Criteria

Without limiting the generality of the NCT's other critical requirements for this Bid, bidders must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorised representative of the prospective bidders. During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. **The bidders' proposals will be disqualified for non-submission and or incomplete documents as listed below.**

**Table 1: Documents that must be submitted for Pre-qualification**

<b>Document that must be Submitted</b>		<b>Guideline</b>	<b>Consequence of Non-submission</b>
<b>Invitation to Bid – SBD 1</b>	<b>Yes</b>	Complete and sign the supplied pro forma document	<b>Disqualification from process</b>
<b>Tax status SBD 1</b>	<b>Yes</b>	i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. ii. Proof of Registration on the Central Supplier Database iii. Vendor number	<b>Disqualification from process</b>
<b>Bidder's disclosure Form – SBD 4</b>	<b>Yes</b>	Complete and sign the supplied pro forma document	<b>Disqualification from process</b>
<b>Preference Point Claim Form – SBD 6.1</b>	<b>Yes</b>	Non-submission will lead to a disqualification	<b>Disqualification from process</b>
<b>Registration on Central Supplier Database (CSD)</b>	<b>Yes</b>	The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If not registered, to complete the registration of company prior to submitting the proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number starting with MAAA. Submit proof of registration.	<b>Disqualification from process</b>
<b>Pricing Schedule Template provided with the submission documents as well as the SBD 3.</b>	<b>Yes</b>	Submit full details of the pricing proposal <b>in a separate envelope</b>	<b>Disqualification from process</b>
<b>IRBA Registration</b>	<b>Yes</b>	Proof of IRBA Registration	<b>Disqualification from process</b>



Document that must be Submitted		Guideline	Consequence of Non-submission
Most recent IRBA Results for the i.) Firm and ii.) Proposed partner  If there was no IRBA Review, please indicate.	Yes	IRBA Results	Will not be disqualified

15.3 Gate 1: Technical Evaluation Criteria = 100 points

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- i.* Functional Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 80 points of 100 points.
- ii.* The overall score must be equal or above 80 points in order to proceed to Gate 2 for Price and Specific goal evaluations. (Preferential Point system)

As part of due diligence, the NCT may conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at the NCT's sole discretion.

The bidder's information will be scored according to the following points system:

<b>Functionality</b>	<b>Points</b>
<b>Experience of bidder's key personnel that will be assigned to the contract:</b> <b>(The bidder must attach Curriculum Vitae (CV's) of Audit Partner and a minimum of NQF Level 7 certificates to qualify for points) (30)</b>	
<ul style="list-style-type: none"> <li>Audit Partner and team members with no working experience <b>(0 points)</b></li> <li>Audit Partner and team with a minimum of 5 years of working experience and NQF Level 7 certificates <b>(10 Points)</b></li> <li>Audit Partner and team with 5 to 10 years of working experience and NQF Level 7 certificates <b>(20 points)</b></li> <li>Audit Partner and team with over 10 years of working experience and NQF Level 7 certificates <b>(30 points)</b></li> </ul>	<b>(30)</b>
<b>Quality of methodology:</b> <b>Methodology proposal must be attached (20)</b>	
<ul style="list-style-type: none"> <li>Describe, in detail, the technical approach inclusive of methodology <b>(5 points)</b></li> <li>Independence and Objectivity – Indicate how the firm will manage its independence and objectivity when conflicts of interest arise (policy) <b>(5 points)</b></li> </ul>	<b>(20)</b>

Functionality	Points
<ul style="list-style-type: none"> <li>• Quality control – brief description of the firms quality control system <b>(5 points)</b></li> <li>• Demonstrate how you will manage the project plan, risk management associated with the project, turnaround times etc. <b>(5 points)</b></li> </ul>	
Quality of References (25)	25
<p>Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to the NCT.</p> <ul style="list-style-type: none"> <li>• 2 references provided <b>(10 points)</b></li> <li>• 3 or more references provided <b>(15 points)</b></li> <li>• 5 or more references provided <b>(25 points)</b></li> </ul>	(25)
Ability to demonstrate collective skills and competencies of the team. (25)	25
<p>The below should be supported by references from previous auditees.</p> <ul style="list-style-type: none"> <li>• IT governance and IT audits, indicate ability to carry out IT audits within the Public Sector <b>(5 points)</b></li> <li>• Compliance with PFMA and Treasury regulations, indicate ability to carry out compliance audits specifically with regards to the PFMA and Treasury Regulations including Human Resource Management. <b>(5 points)</b></li> <li>• Annual Financial Statements audits specifically with Generally Recognised Accounting Practice GRAP and PFMA, indicate ability to carry out Annual Financial Statements audits. <b>(5 points)</b></li> <li>• Supply chain management, indicate ability to carry out audits on compliance with the Supply Chain Management prescripts</li> </ul>	(25)

Functionality	Points
applicable to the NCT ( <b>5 points</b> ) <ul style="list-style-type: none"> <li>Audit of predetermined objectives, indicate ability to carry out audits on the audit of predetermined objectives (<b>5 points</b>)</li> </ul>	
<b>Total for Functionality</b>	<b>100</b>

#### 15.4 Gate 2: Price and Specific Goal Evaluation (80+20) = 100 points

Only Bidders that have met the 80 point threshold in Gate 1 will be evaluated in Gate 2 for price and Specific goals. Price and Specific goals will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum **80** points)
- Specific goals (maximum **20** points)

##### *i.* Stage 1 – Price Evaluation (80 Points)

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where-

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration; and

$P_{\min}$  = Price of lowest acceptable tender.

##### *i.* Stage 2 – Specific Goals (20 Points)

##### **a. Specific goals Points allocation**

A maximum of 20 points may be allocated to a bidder for specific goals:

Specific goals	Number of Points	Evidence/proof of Claim
Race – 100% Black owned	10	Certified ID copies of owners and CIPC Certificate.  B-BBEE Certificate/certified affidavit.
Gender – 100% Women owned	5	Certified ID copies of owners and CIPC Certificate.  B-BBEE Certificate/certified affidavit
100% Owned by Persons with Disabilities	3	Certificate/certified letter from health professional/practitioner on disability. (Proof of disability)
SMME's	2	B-BBEE Certificate/certified affidavit
Total	20	

#### Joint Ventures, Consortiums and Trusts

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The NCT will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, which shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

*ii. Stage 3 (80 + 20 = 100 points)*

The Price and Specific goals points will be consolidated.

## 16. PRICING PROPOSALS

16.1 The Pricing Proposal must be submitted in separate sealed documents (Document 2).

The document must be clearly marked “Pricing Proposals” and a detail price breakdown as per Annexure A should be provided.

#### 16.2 Pricing Proposal:

- Bidders are required to indicate the price as per Annexure A and inclusive of all applicable taxes.
- Bidders are required to indicate if prices are fixed or not, if not fixed for the full period, provide details of the basis on which adjustments will be made, for example consumer price index increase.

#### **NOTES REGARDING PRICING**

- l. *The rates **MUST** be all inclusive. This means, all direct and indirect related cost must be included. Note that failure to propose the rates will render the entire bid as non-responsive and will result in the bidder scoring zero out of 80 points achievable on the price criteria.*

### **17. GENERAL CONDITIONS OF CONTRACT**

17.1 Any award made to a bidder under this bid is conditional, amongst others, upon –

- a. The Bidder accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which NCT is prepared to enter a contract with the successful Bidder.
- b. The Bidder submitting the General Conditions of Contract to the NCT together with its bid, duly signed by an authorised representative of the bidder.

### **18. CONTRACT PRICE ADJUSTMENT**

18.1 Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation or based on the prevailing rand/dollar exchange rate at the time of the adjustment

### **19. SPECIAL CONDITIONS OF THIS BID**

19.1 The NCT reserves the right:

- i. To award this Bid to a bidder that did not score the highest total number of points,

only in accordance with section 2(1) (f) of the PPPFA (Act 5 of 2000) ("The Act").

- ii. In addition to clause 20.1(i), in the event that the score of the one Bidder (highest scorer) and that of the second highest scorer differs by a very small margin not exceeding a maximum differential of two per centum (2%), the NCT may apply objective criteria in terms of section 2(1) (f) of the Act in making such an award.
- iii. To accept part of a bid rather than the whole tender.
- iv. To carry out site inspections or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- v. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- vi. To cancel and/or terminate the Bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bidders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- vii. Award to multiple bidders based either on size or geographic considerations alternatively specific expertise.

## **20. THE NCT REQUIRES BIDDER(S) TO DECLARE**

20.1 In the Bidder's Technical response, bidder(s) are required to declare the following:

- a. Confirm that the bidder(s) is to: –
  - i. Act honestly, fairly, and with due skill, care, and diligence, in the interests of the NCT;
  - ii. Have and employ effectively the resources, procedures, and appropriate technological systems for the proper performance of the services;
  - iii. Act with circumspection and treat the NCT fairly in a situation of conflicting interests;
  - iv. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
  - v. Make adequate disclosures of relevant material information



including disclosures of actual or potential own interests, in relation to dealings with the NCT;

- vi. Avoid to act fraudulently and avoid to provide misleading information in respect of advertising, canvassing and marketing;
- vii. To conduct their business activities with transparency and consistently uphold the interests and needs of the NCT as a client before any other consideration; and
- viii. To ensure that any information acquired by the bidder(s) from the NCT will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **21. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

21.1 The NCT reserves its right to disqualify any bidder which either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity which indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the NCT or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity") :-

- i. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- ii. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- iii. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the NCT's officers, directors, employees, advisors or other representatives;
- iv. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any

unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

- v. Accept anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- vi. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- vii. has in the past engaged in any matter referred to above; or
- viii. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **22. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

22.1 The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that the NCT relies upon the bidder's bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

22.2 It follows therefore that misrepresentations in a bid may give rise to service termination and a claim being instituted by the NCT against the bidder notwithstanding the conclusion of the Service Level Agreement between the NCT and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **23. PREPARATION COSTS**

23.1 The Bidder will bear all its costs in preparing, submitting and presenting any response to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the NCT, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

## **24. INDEMNITY**

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

## **25. PRECEDENCE**

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

## **26. LIMITATION OF LIABILITY**

26.1 A bidder participates in this bid process entirely at its own risk and cost. The NCT shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

## **27. TAX COMPLIANCE**

27.1 No tender shall be awarded to a bidder which is not tax compliant. The NCT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to The NCT, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

27.2 The NCT further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

## **28. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

28.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The NCT reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with

National Treasury by another government institution.

## **29. GOVERNING LAW**

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

## **30. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

- 30.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid.
- 30.2 In the event that the NCT allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the NCT will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## **31. CONFIDENTIALITY**

- 31.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the NCT's examination and evaluation of a Bid.
- 31.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Bid. This bid and any other documents provided by the NCT remain proprietary to the NCT and must be promptly returned to the NCT upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.
- 31.3 Throughout this bid process and thereafter, bidder(s) must secure the NCT's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

## **32. THE NCT PROPRIETARY INFORMATION**

32.1 A Bidder shall on its bid cover letter make a declaration that it did not have access to any the NCT proprietary information or any other matter that may have unfairly placed that bidder in an advantageous position in relation to any of the other bidder(s).

## **33. AVAILABILITY OF FUNDS**

33.1 Should funds no longer be available to pay for the execution of the responsibilities of this bid, the NCT may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

### 34. ANNEXURE A – PRICING SCHEDULE

34.1 The price needs to be provided for each category below:

	2023/24		2024/25		2025/26		2026/27		2027/28	
	Hours	Rand's	Hours	Rand's	Hours	Rand's	Hours	Rand's	Hours	Rand's
Audit fee inclusive of VAT										
Travel										
<b>Total</b>										

- Bidders are required to indicate rate per hour inclusive of all applicable taxes.
- Bidders are required to indicate if prices are fixed or not, If not fixed for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index increase.
- Bidders to include other costs that may relate to the service.
- Bidders should work on 1000 hours per annum in above.

#### NOTES REGARDING PRICING

1. The rates **MUST** be all inclusive. This means, all direct and indirect related cost must be included. Note that failure to propose the rates will render the entire bid as non- responsive and will result in the bidder scoring zero out of 80 points achievable on the price criteria.

## **35. ANNEXURE B – SBD Forms**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER: NCT 4/3/2/43		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON				CONTACT PERSON	
TELEPHONE NUMBER				TELEPHONE NUMBER	
FACSIMILE NUMBER				FACSIMILE NUMBER	
E-MAIL ADDRESS				E-MAIL ADDRESS	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					



## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE 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:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO.: .....

CLOSING TIME 12:00 ..... CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

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

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

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

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

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

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

TOTAL: R.....

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

Name of Bidder: .....

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid .....  
 7. Estimated man-days for completion of project .....  
 8. Are the rates quoted firm for the full period of contract? \*YES/NO  
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
 .....  
 .....  
 .....

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

## 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<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

**2.2** Do you, or any person connected with the bidder, have a relationship

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<sup>1</sup> 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.

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<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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



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

Where

Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race – 100% Black owned	N/A	10		
Gender – 100% Women owned	N/A	5		
100% Owned by Persons with Disabilities	N/A	3		
SMME's	N/A	2		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....

DATE: .....

## CONTRACT FORM - RENDERING OF SERVICES

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....