



**GAUTENG PROVINCE**

PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

## Request for Proposal

**Page 1 of 4**

<b>RFP NUMBER</b>														
<b>RFP DESCRIPTION</b>														
<b>CUSTOMER DEPARTMENT</b>														
<b>CUSTOMER INSTITUTION</b>														
<b>BRIEFING SESSION</b>	<b>Y</b>	<b>N</b>				<b>SESSION COMPULSORY</b>			<b>Y</b>	<b>N</b>				
				<b>SESSION HIGHLY RECOMMENDED</b>			<b>Y</b>	<b>N</b>						
<b>BRIEFING VENUE</b>					<b>DATE</b>			<b>TIME</b>						
<b>TERM AGREEMENT CALLED FOR?</b>	<b>Y</b>	<b>N</b>				<b>TERM DURATION</b>								
<b>CLOSING DATE</b>				<b>CLOSING TIME</b>										
<b>TENDER BOX LOCATION</b>														
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.														

### Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:  
**Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg**
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- OR Posted to Gauteng Provincial Treasury, Tender Office, Private Bag X112, Marshalltown, Johannesburg, 2017
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

### The Tendering System

This RFP Pack is mainly for "PRE-QUALIFICATION OF BIDDERS" and it consists of only one section namely, Section 1. This section must be submitted clearly marked with the Tender Number and the Section Number.

### Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



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## PART A INVITATION TO BID

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE 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]

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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



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**Tender documents can be obtained from <http://www.treasury.gpg.gov.za>**

**ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:**

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

**TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)**

**VALUE BASED**

SERVICE BASED	Y		N		SERVICE BASED	Y		N		VALUE BASED	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											



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## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

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

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

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

**This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.**

**RETURNABLE ATTACHMENT****PERSONAL INFORMATION PROCESSING FORM (COMPLIANCE WITH POPI ACT)**

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this RFQ proposals.
2. For purposes contemplated in paragraph 1, the Gauteng, Office of the Premier (**OoP**), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

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

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.
5. my or \_\_\_\_\_'s (*INSERT COMPANY'S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);
6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (**RSA**), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;
7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and
8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.

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

### **Privacy Laws Compliance Clause**

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

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

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

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

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

Signed by: \_\_\_\_\_

ID Number: \_\_\_\_\_

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

Designation: \_\_\_\_\_

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



# Provincial Supply Chain Management

**RFP Point System**

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<b>RFP NUMBER</b>		<b>CLOSING DATE</b>	
<b>VALIDITY OF RFP</b>		<b>CLOSING TIME</b>	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

\*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

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

**The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late bids will not be accepted for consideration.**

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

## Point System

**Points SHALL be allocated as follows:**

Points for

Points for

## TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

### VALUE BASED

<b>SERVICE BASED</b>	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>	<b>SERVICE BASED</b>	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>	<b>VALUE BASED</b>	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>
<b>VALUE BASED</b>	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>								
<b>QUANTITY BASED</b>	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>								
<b>TERM BASED</b>	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>								



# Provincial Supply Chain Management

## Instructions to Bidders

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1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
  - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
  - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



# Provincial Supply Chain Management

## Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
  - NAME AND ADDRESS OF THE BIDDER;
  - THE BID (RFP) NUMBER; AND
  - THE CLOSING DATE.
 The bid must be deposited or posted;
  - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
  - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.



# Provincial Supply Chain Management

## Bid Commitment and Declaration of Interest

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### 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

<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.



# Provincial Supply Chain Management

## Bid Commitment and Declaration of Interest

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

<b>YES</b>	<b>NO</b>	
------------	-----------	--

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?

<b>YES</b>	<b>NO</b>	
------------	-----------	--

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.

<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.



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## Bid Commitment and Declaration of Interest

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

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

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

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

<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of Bidder</b>	



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**Special Conditions**

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<b>RFP NUMBER</b>	
<b>RFP DESCRIPTION</b>	
<b>CUSTOMER DEPARTMENT</b>	
<b>CUSTOMER INSTITUTION</b>	

**THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "✓"**

<b>Samples</b>	<b>SABS /Equivalent Certificate</b> May not be older than one (1) year, the cost of which will be for the account of the bidder.	<b>Bidders Briefing Session</b>	
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**Special Conditions**

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## **EVALUATION METHODOLOGY**

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

### **Stage 1**

<b>Criteria for Functionality</b>	<b>Points</b>
<b>TOTAL</b>	

Bidders are required to use an envelope bidding system, whereby the Technical Proposal (Stage 1) will be placed in a sealed and marked envelope :

- Stage One-



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**Special Conditions**

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## SUPPLIER JOB CREATION ANALYSIS

Company Name					Date Est.	
--------------	--	--	--	--	-----------	--

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

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

Comments to include:

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

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

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

**PREQUALIFIED LIST OF SERVICE PROVIDERS TO  
PROVIDE FORENSIC AUDIT SERVICES ON  
BEHALF OF THE GAUTENG OFFICE OF THE  
PREMIER FOR A FIXED PERIOD OF THREE (3)  
YEARS**

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## ACRONYMS

<b>PGP</b>	Gauteng Provincial Government
<b>OOP</b>	Office of the Premier
<b>ACFE</b>	Association of Certified Fraud Examiners
<b>B-BBEE</b>	Broad-Based Black Economic Empowerment
<b>CIMA</b>	Chartered Institute of Management Accountants
<b>CSR</b>	Corporate Social Responsibility
<b>DFP</b>	Digital Forensic Plan
<b>EIS</b>	Electronic Invoicing Submission
<b>EME</b>	Exempted Micro Enterprise
<b>FIP</b>	Forensic Investigation Plan
<b>FDRP</b>	Fraud Detection Review Plan
<b>ICFP</b>	Institute of Commercial Forensic Practitioners
<b>ICT</b>	Information and Communication Technology
<b>IIASA</b>	Institute of Internal Auditors South Africa
<b>IRBA</b>	Independent Regulatory Board for Auditors
<b>PFA</b>	Provincial Forensic Audits
<b>PFMA</b>	Public Financial Management Act
<b>QSE</b>	Qualifying Small Enterprises
<b>RFP</b>	Request for Proposals
<b>SANAS</b>	South African National Accreditation System
<b>SBD</b>	Standard Bidding Document
<b>SLA</b>	Service Level Agreement
<b>SOPA</b>	State of the Province Address
<b>TOR</b>	Terms of Reference
<b>POE</b>	Portfolio of Evidence
<b>SAICA</b>	South African Institute of Chartered Accountants

## 1. INVITATION

The Office of the Premier (OOP) seeks to appoint a Prequalified list of service providers to provide forensic audit services for a fixed period of three (3) years.

## 2. BACKGROUND

The Provincial Forensic Audits Chief Directorate is mandated to provide forensic audit services to all Gauteng Provincial Government Departments, its Entities, Agencies, and Municipalities. The services include conducting Digital forensic investigations, Litigation (criminal and civil) and disciplinary support, Fraud Detection Reviews, Lifestyle investigations and Forensic Investigations on allegations received through the Public Service Commission National Anti-Corruption Hotline, Gauteng Ethics Hotline and GPG Departments' internal reporting processes.

## 3. PURPOSE

The purpose of establishing pre-qualified list of the service providers will be to bridge the resource gap internally and improve efficiency in tackling fraud and corruption, and access to technical skills that are not readily available within OOP.

## 4. THE CUSTOMER

The Bidders once appointed on a Prequalified list of Forensic Audit Services will assist OOP in swiftly attending to Forensic services requests. The main customer will be the **Office of the Premier providing services to all the 14 GPG Departments, Entities; Agencies and Municipalities as listed below:**

- a) Gauteng Department of Health
  - i. Medical Supplies Depot
  - ii. Emergency medical Service
  - iii. Health Institutions (hospitals and clinics)
- b) Gauteng Department of Education
  - i. Gauteng City Region Academy
- c) Gauteng Department of Social Development
- d) Gauteng Department of Agriculture and Rural Development
- e) Gauteng Department of Sport, Arts, Culture and Recreation
  - i. Gauteng Film Office
- f) Gauteng Department of Road and Transport
  - i. G-Fleet Management
- g) Gauteng Department of Human Settlements
  - i. Housing Fund
- h) Gauteng Department of Infrastructure Development
- i) Office of the Premier

- j) Gauteng Department of e-Government
- k) Gauteng Provincial Treasury
  - i. Gauteng Infrastructure Financing Agency
- l) Gauteng Department of Community Safety
- m) Gauteng Department of Co-Operative Governance and Traditional Affairs
- n) Gauteng Department of Economic Development
  - i. Gauteng Gambling Board
  - ii. Gauteng Liquor Board
  - iii. Cradle of Humankind World Heritage Site
  - iv. Gauteng Partnership Fund
  - v. Gauteng Tourism Authority
  - vi. Gauteng Growth and Development Agency
- o) Gauteng Local Government Municipalities; and
- p) any other Provincial Department, Entity, Agency, and Municipalities, as may be required.

## 5. LEGAL FRAMEWORK

Bidders must have a clear understanding of the Public Service prescripts (legislative and policy framework) in the execution of their responsibilities. The applicable legislative and policy framework includes but is not limited to the following:

- a) The Constitution of the Republic of South Africa, Act 108 of 1996
- b) Public Finance Management Act, 1 of 1999.
- c) Municipal Finance Management Act, 56, 2003
- d) Municipal system Act
- e) Treasury Regulations issued in terms of the PFMA.
- f) Labour Relations Act 66 of 1995.
- g) Protected Disclosures Act 24 of 2000
- h) Prevention and Combating of Corrupt Activities Act 12 of 2004.
- i) Public Service Act No.30 of 1994 (As amended)
- j) Criminal Procedures Act
- k) Skills Development Act 97 of 1998
- l) Inter-Government Relations Act
- m) Compensation for Occupational Injuries and Diseases Act, No 130 of 1993
- n) The Occupational Health and Safety Act 85 of 1993
- o) Best Practices and case jurisprudence binding the state
- p) Electronic Communication and Transaction Act, Act 25 of 2002.

- q) Applicable National Treasury Instruction notes; and
- r) Standard for Infrastructure Delivery Management System.
- s) POPI Act No. 4 of 2023
- t) Any other relevant Act, Policy framework, guidelines for investigation as may be relevant for the specific project assigned

## 6. SCOPE OF WORK

Projects will be assigned and initiated by the OOP through written instructions to the service provider(s). Successful bidders must therefore be able to commence and complete the assigned projects within the timeframes set in the engagement letter with OOP. Generally, timeframes cannot be set before entering into a formal agreement and as such, the duration of any given assignment will depend on the nature and scope of the work to be done. Any delays/ challenges in finalising the project should be timeously communicated with Gauteng Office of the Premier and approval for an extension of time should be received from the delegated official.

The scope of forensic service requests will be determined on a case-to-case basis during the preparation of the request for quotation (RFQ). Requests for Forensic services will be initiated through the Request for Quotations (RFQ process) accompanied by detailed terms of reference covering the scope of work for the specific project. The appointed service once allocated a project will be required to

- Prepare a detailed engagement letter for approval by the OOP;
- Conduct a preliminary review on the merit of the project and present the outcome of the preliminary review to OOP;
- Prepare a detailed project plan (forensic investigation plan, fraud detection review plan, Digital forensic investigation plan litigation and disciplinary support plan and lifestyle investigation plan) and present it to OOP for approval;
- Execute the project in line with the forensic service methodology;
- Compile and present progress report on assigned projects to OOP as and when required;
- Compile detailed report supported with evidence in the form of exhibits and annexures (forensic investigation, fraud detection review, Digital forensic investigation and lifestyle investigation)
- Compile action list on summary findings and recommendations to be implemented by the relevant Departments, Entities, Agencies and Municipalities to which the assignment was performed.
- Attend exit meetings to discuss the report and obtain management comments.
- Assist in compiling affidavits for the opening of criminal cases.

## 7. KEY PERSONNEL – QUALIFICATIONS AND EXPERIENCE

Bidders are required to provide key personnel with experience in Forensic Investigation, Digital Forensic Investigation, fraud detection reviews, litigation and disciplinary support and lifestyle investigation in the public sector. Detailed CV of the proposed Project Leader/ Senior Manager and Team Members indicating qualifications, skills, and experience in Forensic Investigation, Digital Forensic Investigation, fraud detection reviews, litigation and disciplinary support and lifestyle investigation in the Public Sector with contactable references for Public Sector projects.

The project Leader must have a Postgraduate/ NQF level 8 qualification in any of the following fields: Forensic Investigation/Cyber Forensic/Information Systems/Investigation/Auditing/Finance/Legal/Civil Engineering/ quantity surveying/qualifications relevant for the construction industry and medical profession copies of qualifications must be attached to the proposal as proof, and failure to attach the required documents the bidder will forfeit points under Functionality/ Technical Evaluation Criteria. Ten (10) years' experience or more in any of the following: Forensic Investigation, Digital Forensic Investigation, fraud detection reviews, litigation and disciplinary support and lifestyle investigation in the public sector.

Key Personnel four (4) must have a minimum of NQF level 7 qualification in any of the following fields: Forensic Investigation/Cyber Forensic/Information Systems/BSc/BTec/ BCom/ Finance Auditing/Legal/ Civil Engineering/ Quantity Surveying/qualifications relevant for the construction industry and Medical Profession. Key personnel must have the ability to perform a digital forensic investigation /Provide Litigation (criminal and civil) and disciplinary support services/Ability to conduct Fraud Detection Reviews/Ability to conduct lifestyle investigations and Forensic Investigations.

CVs and copies of qualifications of the key personnel must be attached to the proposal and bidders who fail to attach the required documents will forfeit points under Functionality/ Technical Evaluation Criteria.

Bidders must also submit Proof of Registration with the professional bodies for Project leader and Team Members.

**Table 1: Table: Qualifications Skills and Experience Required:**

Role	Qualifications	Experience	Professional Bodies
Project Leader	<p>Postgraduate/ NQF level 8 qualification in any of the following fields:</p> <ul style="list-style-type: none"> <li>• Forensic Investigation</li> <li>• Cyber Forensic</li> <li>• Information Systems</li> <li>• Auditing</li> <li>• Finance</li> <li>• Legal</li> <li>• Civil Engineering</li> <li>• Quantity Surveying</li> <li>• Construction Industry</li> <li>• Medical Profession</li> </ul>	<p>ten (10) years' experience in any of the listed fields:</p> <ol style="list-style-type: none"> <li>a) Ability to perform public sector and regulatory fraud investigations.</li> <li>b) Ability to perform a digital forensic investigation.</li> <li>c) Provide Litigation (criminal and civil) and disciplinary support services.</li> <li>d) Ability to conduct Fraud Detection Reviews</li> <li>e) Ability to conduct lifestyle investigations.</li> </ol>	<ul style="list-style-type: none"> <li>• Association with at least one recognized professional body. (ACFE/ IIASA/ IRBA/ ICFP/ SAICA/ CIMA/ SAIGA Admitted Attorney/ HPCSA/ ECSA)</li> </ul>
Key Personnel: 1x Manager	<p>Degree/ NQF 7 qualification in any of the following fields:</p> <ul style="list-style-type: none"> <li>• Forensic Investigation</li> <li>• Cyber Forensic</li> <li>• Information Systems</li> <li>• Auditing</li> <li>• Finance</li> <li>• legal</li> <li>• Civil Engineering</li> <li>• Quantity Surveying</li> <li>• Construction Industry</li> <li>• Medical Profession</li> </ul>	<p>Eight (8) years' experience in any of the listed fields:</p> <ol style="list-style-type: none"> <li>(a) Ability to perform public sector and regulatory fraud investigations.</li> <li>(b) Ability to perform a digital forensic investigation.</li> <li>(c) Provide Litigation (criminal and civil) and disciplinary support services.</li> <li>(d) Ability to conduct Fraud Detection Reviews</li> <li>(e) Ability to conduct lifestyle investigations.</li> </ol>	<p>Association with at least one recognized professional body. (ACFE/ IIASA/ IRBA/ ICFP/ SAICA/ CIMA/ SAIGA Admitted Attorney/ HPCSA/ ECSA)</p>
1x Assistant Manager	<p>Degree/ NQF 7 qualification in any of the following fields:</p> <ul style="list-style-type: none"> <li>• Forensic Investigation</li> <li>• Cyber Forensic</li> <li>• Information Systems</li> <li>• Auditing</li> <li>• Finance</li> <li>• legal</li> <li>• Civil Engineering</li> </ul>	<p>six (6) years' experience in any of the listed fields:</p> <ol style="list-style-type: none"> <li>a) Ability to perform public sector and regulatory fraud investigations.</li> <li>b) Ability to perform a digital forensic investigation.</li> <li>c) Provide Litigation (criminal and civil) and</li> </ol>	<p>Association with at least one recognized professional body. (ACFE/ IIASA/ IRBA/ ICFP/ SAICA/ CIMA/ SAIGA Admitted Attorney/ HPCSA/ ECSA)</p>

	<ul style="list-style-type: none"> <li>• Quantity Surveying</li> <li>• Construction Industry</li> <li>• Medical Profession</li> </ul>	<ul style="list-style-type: none"> <li>d) disciplinary support services.</li> <li>d) Ability to conduct Fraud Detection Reviews</li> <li>e) Ability to conduct lifestyle investigations</li> </ul>	
2x Investigators	<p>Degree/ NQF 7 qualification in any of the following fields:</p> <ul style="list-style-type: none"> <li>• Forensic Investigation</li> <li>• Cyber Forensic</li> <li>• Information Systems</li> <li>• Auditing</li> <li>• Finance</li> <li>• legal</li> <li>• Civil Engineering</li> <li>• Quantity Surveying</li> <li>• Construction Industry</li> <li>• Medical Profession</li> </ul>	<p>Each investigator must have three (3) years' experience in any of the listed fields:</p> <ul style="list-style-type: none"> <li>a) Ability to perform public sector and regulatory fraud investigations.</li> <li>b) Ability to perform a digital forensic investigation.</li> <li>c) Provide Litigation (criminal and civil) and disciplinary support services.</li> <li>d) Ability to conduct Fraud Detection Reviews</li> <li>e) Ability to conduct lifestyle investigations</li> </ul>	<p>Association with at least one recognized professional body. (ACFE/ IIASA/ IRBA/ ICFP/ SAICA/ CIMA/ SAIGA Admitted Attorney/ HPCSA/ ECSA)</p>

**Bidders that do not comply with the above requirements will forfeit points according to the Functionality/ Desktop/ Technical Evaluation Criteria.**

## 8. FORENSIC SERVICE METHODOLOGY

The Bidders will be required to submit a comprehensive forensic services methodology extensively covering how the services will be executed including the deliverables listed (heading on deliverables) on the following:

- Forensic Investigation.
- Digital forensic investigation.
- Litigation (criminal and civil) and disciplinary support
- Fraud Detection Reviews; and
- Lifestyle investigations.

Bidders who do not submit the forensic service methodology will forfeit points.

## 9. THE FOLLOWING TYPES OF SERVICES MAY BE REQUIRED BY THE OOP:

### 9.1. Forensic Investigation

Bidders will be required to provide specialised Forensic Investigation in various GPG departments, municipalities, entities, and agencies on the following:

- a) Allegations of fraud;
- b) Allegations of corruption;
- c) Allegations of financial misconduct such as unauthorized expenditure, irregular expenditure, and fruitless and wasteful expenditure;
- d) Allegations of mismanagement of resources;
- e) Allegations of non-compliance with policies and procedures that may result in irregular expenditure;
- f) Allegations of procurement fraud;
- g) HR process irregularities;
- h) Allegations of non-compliance with corporate governance standards such as conflicts of interest, fiduciary duties, and responsibilities etc;
- i) Review of major infrastructure and construction projects such as the construction of dams, pipelines, canals, houses, and roads. The services of various types of Engineers may be required for this purpose;
- j) Allegations of theft of state assets;
- k) Financial Statement fraud;
- l) Conduct Digital forensics, such as imaging of computers, and data analytics from various digital sources;
- m) The ability to provide all other specialized professionals required in an investigation in line with the various mandates;

- n) Identify bottlenecks or root causes that led to the non-compliance;
- o) Identify specific prescripts and sections that were contravened in the process;
- p) Identify weak or compromised internal controls that lead to non-compliance;
- q) Identify the impact of the transgression or non-compliance or contravention in the effective operations of the public service;
- r) Identify and quantify financial loss identified whether unauthorized expenditure, irregular expenditure, and fruitless and wasteful expenditure if any;
- s) Identify persons who are involved in the cause of the non-compliance / criminal-related activities, their designation, and companies involved in the contravention of applicable prescripts;
- t) Identify any fraudulent or possible fraudulent activity, corruption, or criminal-related act(s) in the supply management process supported by substantive evidence and
- u) Provide a final forensic investigation report with clear findings, conclusions, and recommendations supported by evidence of appropriate and implementable remedial actions where adverse findings to Departments.

## 10. SPECIALISED FRAUD DETECTION REVIEWS

Bidders will be required to conduct Fraud detection reviews on:

- a) high-value payments
- b) Provincial high impact projects
- c) specific major infrastructure and construction projects such as the construction of dams, pipelines, canals, houses, and roads. The services of various types of Engineers may be required for this purpose.
- d) Conditional grant projects
- e) HR exception reports (appointments, terminations, overtime claims, gratuity payments)
- f) Revenue Collection and Management
- g) Conduct data analytics deploying recognized data analytics tools to detect fraudulent activities and transaction anomalies.
- h) Provide written fraud detection reports in line with the terms of reference of the project detailing the identified fraudulent transaction.
- i) Any other specific area as may be identified by OOP.

## 11. STRUCTURE TO EXECUTE ASSIGNMENTS

The Chief Director and Director of Provincial Forensic Audits will facilitate and coordinate the projects to be performed by the Bidders. The Provincial Forensic Audit and Investigation assignments will be completed within the following envisaged structures:

**Projects performed fully by the Bidders** – this is where the Bidders will perform an entire assignment from project planning to issuing the final report

**Outsourcing of staff** - this is where the resources of the OOP, will be under the control, supervision, and direction of the Service Provider

**Project Management** – This is where resources of the service provider at a management level are engaged to provide project management capacity under the control, supervision, and direction of the OOP Provincial Forensic Service

**Note:** the specific roles and responsibilities of the Bidders and the **OOP** Provincial Forensic Services unit in respect of the above will be determined on a project-by-project basis and detailed in the project SLA entered into with the **OOP** Provincial Forensic Services unit

## 12. DELIVERABLES

In delivering services, the successful bidder is required to:

- Maintain High standard of professionalism in their engagements.
- Adhere to agreed timeframes as set on the engagement letter and/or SLA.
- Submit detailed quality reports (electronic and hard copy) on the assigned project with substantiated findings and recommendations based on the conclusions made
- Provide electronic version and hardcopy of the project close out report.
- Provide support during disciplinary hearing, testifying during the disciplinary proceedings.
- Provide support on matters referred to relevant law enforcement agencies and testify in criminal and civil proceedings.
- Regular meetings with the responsible manager to provide progress reports on the status of projects and discuss any emerging challenges, risks, and/or deviations from the planned scope.
- Submission of progress reports and timesheets in line with the agreed timelines.
- Maintain proper record keeping and safeguarding of state information.
- Adherence to applicable legislative and policy framework of the state in general, GPG and OoP.

- implement protection of whistle-blowers, key role players identified during the investigation, and the investigators assigned to the project.

### **13. INFORMATION SECURITY STRATEGY, PROTECTION OF INVESTIGATORS AND KEY ROLE PLAYERS AND COMMUNICATION MANAGEMENT**

Bidders must submit a comprehensive information security strategy on handling, safekeeping of records and communicating of confidential information, maintaining the confidentiality of state information. The Strategy must also incorporate protection of whistle-blowers, key role players identified during the execution of the project and the investigation team assigned to the project.

### **14. TERMS AND CONDITIONS**

Vetting: Management of Security Vetting Measures - Able to work with security agencies, when executing high-risk events, to ensure that security vetting is executed professionally

Security Clearance - Willing to submit the company and all its employees and management team for security screening before accepting the appointment.

Clearance Certificates - Able to work with all regulators to ensure that all clearance certificates are granted where needed.

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

Performance: As and when the RFQ is issued, the successful bidder shall be issued the Purchase order together with the supplier performance form to complete. The bidder's performance shall be monitored per project assigned.

It is the bidders' responsibility to clearly indicate in their proposals who are their five (5) key personnel for evaluation purposes. The key personnel should be clearly identified by name and position: Senior Manager/ Project Leader, Manager, Assistant Manager and two investigators. Bidders who did not clearly indicate their key personnel will lose points/ not be evaluated for the criteria.

Bidders must not provide CVs and qualifications of more than five (5) key personnel. Bid Evaluation Committee will not take responsibility for identifying the key personnel

on behalf of the bidder where key personnel were provided with the same positions for more than the required number.

## **15. TIME FRAME**

The contract will remain in full effect for a period of three (3) years commencing from a date determined by the Office of the Premier.

## **16. GENERAL CONDITIONS**

Request for Proposal (RFP) Pack

General conditions are stipulated in the various documents which make up the RFP pack.

### **16.1. The use of subcontractors**

No part of the work covered by the contract may be let or sub-let to persons including companies unless authorised in writing by the Accounting Officer and if granted, shall not in any way absolve the contractor of any liability which might result from the contract.

## **17. INVOICING**

An executive decision was taken to make Electronic Invoice Submission (EIS) registration compulsory for all GPG suppliers whose tenders are successful. Bidders are requested to register on the GPG Electronic e-Invoicing to avoid delays in future payments.

## **18. ADDITIONAL INFORMATION ON THE BID PROPOSAL**

Bidders who are in a joint venture agreement must clearly state the role of each party in the management of the agreement and the work to be undertaken. Please note that all members of the joint venture should sign a contract and are jointly and severally liable for the entire assignment.

## **19. INTELLECTUAL PROPERTY RIGHTS**

All documents, software, source code and scripts produced electronically or otherwise, by the service provider, including its employees and agents, in the fulfillment of the terms of this contract shall be and remain the sole property of OOP

and all copyrights and ownership of documents, software, source code, and scripts shall vest with OOP.

All information generated, communication produced, and data acquired under the auspices of the service provided remains the intellectual property of the Gauteng Office of the Premier.

## **20. CONFIDENTIALITY**

The service provider/s will be bound by the same clause of confidentiality and code of ethics as applicable to professional bodies registered with.

## **21. PENALTIES / WARRANTIES**

OOP reserves the right to claim penalties and remedies in the event of non-performance/delays/underperformance in executing the contract or not meeting time frames:

- a) OOP reserves the right to inspect or audit any document pertaining to this contract and this may also include queries and complaints.
- b) OOP reserves the right to request an audit of all timesheets pertaining to work assigned through this contract.
- c) Should any audit or inspection reveal noncompliance with any of the terms of this contract, the service provider shall be charged for the cost of the audit or inspection as well as the cost of any losses incurred by OOP associated with such non-compliance.

## **22. THE CONTENT OF THE PROPOSAL SUBMISSION**

**The proposals must be submitted according to the following format:**

Section 1: letter (including contact details of the service provider and lead consultant)

Section 2: Summary of the company profile, including ownership and management structure, company experience and expertise in the related field, and any other work relevant to this assignment and accompanied by reference letters/testimonials

Section 3: Key personnel/ Project team and professional role/task and abridged curriculum vitae of each project team member. This should include qualifications, skills, and experience as well as references of each member of the team.

Section 4: Detailed Project Plan Methodology plan linked to the specified deliverables set out on required services of terms of reference.

Annexures: Supporting information and any other relevant/required information completed forms and all other relevant documents.

## 23. EVALUATION METHODOLOGY

**PGP reserves the right to negotiate the terms and conditions of the contract with the successful service provider.**

Evaluation of the bids will be conducted in two stages as per Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

- **Stage 1A:** Administrative Compliance Evaluation Criteria
- **Stage 1B:** Functionality/Desktop/ Technical Evaluation Criteria

**Stage 1A: Mandatory Returnable Required Documents for Administrative Compliance Evaluation Criteria**

*Table 2: Mandatory Returnable Documents for Administrative Evaluation Compliance:*

No	Documents that must be submitted and will lead the bidder to disqualification if not returned with the tender pack	Documents that must be fully signed and completed for Compliance	Bidder must check if compliant by
1	SBD 1 – Invitation to bid	Complete and sign the supplied form/document	
2	SBD 4 – Declaration of interest	Complete and sign the supplied form/document	
3	Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero (0) score on Specific Goals	
4	<b>POPI ACT</b> personal information processing form (compliance with POPI ACT	Complete and sign the supplied form/document supplied.	
5	Company Registration Documents	Certificates of incorporation	

No	Documents that must be submitted and will lead the bidder to disqualification if not returned with the tender pack	Documents that must be fully signed and completed for Compliance	Bidder must check if compliant by
6	Registration with professional bodies with membership in good standing	Bidders must submit good standing membership certificate (issued by with professional bodies that they are affiliated) of the five (5) key personnel identified as resources, to ensure compliance with the code of ethics set by the professional body.	
6	Information security strategy, protection of investigators and key role players and communication management	Bidders must submit a detailed strategy on information security, protection of investigators and key role players and communication management	

**NB: Bidders that do not comply with the above requirements shall be ELIMINATED, DISQUALIFIED, and shall not be shortlisted for further Evaluation Process.**

## Other Returnable documents

*Table: 3 Other Returnable documents:*

No	Other Returnable documents	
1	Consolidated BBBEE Certificates (where applicable)	Consolidated BBBEE Certificates (where applicable)
2	JV or a consortium agreement (where applicable) – already listed under administrative compliance	Service provider who wish to respond to this bid as a Joint Venture (JV) or a Consortium with B-BBEE entities, must state their intention to do so in their intention to do so in their bid submission. Such service provider must also submit a signed JV or Consortium Agreement between the parties clearly stating the percentage split of business and the associated responsibilities/deliverables of each party.
3	Personal Identification Number (PIN) obtainable from SARS	This information will be used to verify the tax compliance status of the service provider.
4	Registration on Central Supplier Database (CSD)	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If the bidder is not registered, proceed to complete the registration

No	Other Returnable documents	
		prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain the Supplier Number. Submit proof of registration.
5	BBBEE Certificate issued by a South African National Accredited System Verification Agency	Companies that are not EMEs or QSEs. Generic QSEs that are not at least 100% or 51% Black-owned.
6	Company/ Profile Reference letter (Testimonial)	Non-submission will lead to bidder forfeit points under the Functionality/ Desktop/ Technical Evaluation Criteria

**NB: Bidders that do not comply with the above requirements shall be not eliminated from the further evaluation process.**

### Stage 1B

Only bid proposals that meet the Administrative Compliance Evaluation Criteria will be considered to be evaluated on Functionality/ Technical Evaluation Criteria.

Only bid proposals that meet the minimum threshold of 70 on Technical Evaluation will be considered to be evaluated further 20 preference point system.

For the purpose of comparison and in order to ensure a meaningful evaluation, the service provider must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous /current clients, etc.).

## FUNCTIONALITY/DESKTOP/TECHNICAL EVALUATION CRITERIA WILL BE BASED ON THE FOLLOWING CRITERIA:

*Table 4: Functionality/Desktop/Technical Evaluation Criteria:*

CRITERION	REQUIREMENTS	POINTS ALLOCATED	TOTAL POINTS
1. TECHNICAL CAPACITY AND CAPABILITY AND COMPANY PROFILE OF THE BIDDER	<p>Bidders must provide signed reference letters or testimonials not older than five years on the client's official 'letterhead', duly signed by the authorized company official, and a company Profile demonstrating the following:</p> <ul style="list-style-type: none"> <li>• Nature of services appointment</li> <li>• Time period appointed</li> <li>• two references letters per service (7 points)</li> </ul> <p>Experience and competency of the company in the Public Sector:</p> <ul style="list-style-type: none"> <li>a) Ability to perform public sector and regulatory fraud investigations</li> <li>b) Ability to perform a digital forensic investigation</li> <li>c) Provide Litigation (criminal and civil) and disciplinary support services</li> <li>d) Ability to conduct Fraud Detection Reviews</li> <li>e) Ability to conduct lifestyle investigations</li> </ul> <p>No points will be allocated for submission of reference letters/ testimonials older than five years (0 points)</p>	35	
	Meeting all five (5) services supported by reference letters / testimonials of the five (5) services (35 points)	35	

	Meeting four (4) of the five services supported by reference letters / testimonials of the four (4) services (28 points)	<b>28</b>	
	Meeting three (3) of the five services supported by reference letters / testimonials of the three (3) services (21 points)	<b>21</b>	
	Meeting two (2) of the five services supported by references of the two (2) services (14 points)	<b>14</b>	
	Meeting only (1) of the five (5) service supported by a reference of the one (1) service (7 points)	<b>7</b>	
	Not meeting any of five (5) services supported by references of the five (5) services (0)	<b>0</b>	

**Bidders are expected to provide a company profile with detailed expertise in the areas listed above. This must be labelled clearly and paginated following the order as per a-e above. Failure to provide the information will lead to no points allocated (Total points-41)**

<b>2. QUALIFICATION AND EXPERIENCE OF THE PROJECT LEADER AND KEY PERSONNEL</b>	<b>Bidders are expected to provide detailed CV of the proposed Project leader/ Senior Manager indicating qualifications, skills, and experience in Forensic services experience in the Public Sector in any of the service listed in a -e and contactable references for Public Sector projects.</b> <b>CV must be labelled clearly to identify the resource as Project Leader. Failure to provide the information will lead to no points allocated</b>		<b>41</b>
	<b><u>QUALIFICATION: Project Leader/ Senior Manager (Total points - 3)</u></b> Postgraduate/ NQF level 8 qualification in any of the following fields:		

	Forensic Investigation Cyber Forensic Information Systems Auditing Accounting Legal Civil engineering Quantity surveying Health profession	3	
	No points will be allocated for submission of qualifications that are not listed on the TOR. (0 = points) No Postgraduate/ NQF level 8 qualification in any of the listed above fields (0= points)  No submission of qualification ( <b>0 points</b> )	0	
	<u>EXPERIENCE:</u> Project Leader / Senior Manager - 10 years or more experience in any of the listed fields (Total points- 6)  Ability to perform public sector and regulatory fraud investigations  a) Ability to perform a digital forensic investigation b) Digital forensic investigation c) Litigation (criminal and civil) and disciplinary support services. d) Ability to conduct Fraud Detection Reviews e) Ability to conduct lifestyle investigations	6	

	<p><b>No points will be awarded for less than 10 years of experience in any of the fields listed above (0= points)</b></p> <p><b>No points will be awarded for experience not listed in any of the fields listed above (0= points)</b></p>	<b>0</b>	
	<p><b>Registration with Professional body - Project Leader / Senior Manager</b> - Proof of registration with any of the professional bodies with membership in good standing: ACFE/ IIASA/ Institute of Commercial Forensic Practitioners/ CIMA/ SAICA/SAIGA/ Admitted Attorney / HPCSA/ ECSA</p>	<b>1</b>	
	<p>No registration with any of the professional body zero points (0)</p>	<b>0</b>	
	<p><b>KEY PERSONNEL QUALIFICATION AND EXPERIENCE</b></p> <p><b>Bidder must submit detailed CVs of all Personnel outlining previous relevant experience in any of the following areas– four (4) resources)</b></p> <p>1 x Manager 1 x Assistant Manager 2 x Investigators</p>		
	<p><b><u>Qualification: Manager (2 points)</u></b></p> <p>Degree/ NQF 7 qualification in any of the following fields:</p> <p>Forensic Investigation Cyber Forensic</p>	<b>2</b>	

	Information Systems Auditing Accounting Legal Civil engineering Quantity surveying Health profession		
	No qualification in any of the listed fields (0 points)	<b>0</b>	
	<b>Experience: Manager</b> minimum of 8 years and more experience in any of the listed fields  a) Ability to perform public sector and regulatory fraud investigations b) Ability to perform a digital forensic investigation c) Provide Litigation (criminal and civil) and disciplinary support services. d) Ability to conduct Fraud Detection Reviews e) Ability to conduct lifestyle investigations	<b>6</b>	
	<b>No points will be awarded for less than 8 years of experience in any of the fields listed above (0= points)</b>  <b>No experience in any of the listed fields (0 = points)</b>	<b>0</b>	
	<b>Manager</b> - Proof of registration with any of the professional bodies with membership in good standing: ACFE/ IIASA/ Institute of Commercial	<b>1</b>	

	Forensic Practitioners/ CIMA/ SAICA/SAIGA/ Admitted Attorney/ HPCSA/ ECSA		
	No points will be allocated for submission of qualifications that are not listed on the TOR. (0 = points) No registration with any of the professional body zero points (0)	0	
	<b><u>Qualification: Assistant Manager</u></b> Degree/ NQF 7 qualification in any of the following fields: <ul style="list-style-type: none"><li>• Forensic Investigation</li><li>• Cyber Forensic</li><li>• Information Systems</li><li>• Auditing</li><li>• Accounting</li><li>• Legal</li><li>• Civil engineering</li><li>• Quantity surveying</li><li>• Health profession</li></ul>	2	
	No qualification in any of the listed fields (0 = points)	0	
	<b><u>Experience: Assistant Manager</u></b> Assistant Manager with 6 or more years of experience in any of the listed fields a) Ability to perform public sector and regulatory fraud investigations b) Ability to perform a digital forensic investigation	5	

	c) Provide Litigation (criminal and civil) and disciplinary support services d) Ability to conduct Fraud Detection Reviews e) Ability to conduct lifestyle investigations		
	<b>No points will be awarded for less than 6 years of experience in any of the fields listed above (0= points)</b>  <b>No experience in any of the listed fields (0 = points)</b>	<b>0</b>	
	<b>Assistant Manager</b> - Proof of registration with any of the professional bodies with membership in good standing - ACFE/ IIASA/ Institute of Commercial Forensic Practitioners/ CIMA/ SAICA/SAIGA/ Admitted Attorney/ HPCSA/ ECSA	<b>1</b>	
	No registration with any of the professional body zero points (0)	<b>0</b>	
	<b>2 X INVESTIGATORS</b>  <b><u>QUALIFICATION: two (2) x Investigators</u></b>  Degree/ NQF 7 qualification in any of the following fields:  •Forensic Investigation •Cyber Forensic •Information Systems	<b>2</b>	

	<ul style="list-style-type: none"> <li>• Auditing</li> <li>• Accounting</li> <li>• Legal</li> <li>• Civil engineering</li> <li>• Quantity surveying</li> <li>• Health profession</li> </ul>		
	<p>No points will be allocated for submission of qualifications that are not listed on the TOR. (0 = points)</p> <p>No submission of Qualification in any of the above-listed fields (0 = points)</p>	<b>0</b>	
	<p><b><u>EXPERIENCE: two (2) x Investigators</u></b></p> <p>Investigators with 3 or more years of experience in any of the listed fields</p> <p>a) Ability to perform public sector and regulatory fraud investigations</p> <p>b) Ability to perform a digital forensic investigation</p> <p>c) Provide Litigation (criminal and civil) and disciplinary support services</p> <p>d) Ability to conduct Fraud Detection Reviews</p> <p>e) Ability to conduct lifestyle investigations</p>	8	

	Each investigator will be allocated four (4) points for experience		
	No experience in any of the above-listed fields (0 = points)	0	
	<b>2 investigators</b> - Proof of registration with any of the professional bodies with membership in good standing: ACFE/ IIASA/ Institute of Commercial Forensic Practitioners/ CIMA/ SAICA/SAIGA/ Admitted Attorney / HPCSA/ ECSA  <b>one (1) point for each investigator for providing Proof of registration with professional bodies in good standing membership</b>	2	
	No registration with any of the professional body zero points (0)	0	

**Bidders are expected to provide copies of the CVs of the 4 key personnel as explained above. The CV's must detail qualifications in the areas listed above. Each CV must be labelled clearly to identify the resource as personnel and must clearly outline the experience in the order as per a-e above. Failure to provide the information will lead to zero points.**

3. PROJECT PROPOSAL/METHODOLOGY	comprehensive forensic services methodology covering how the services will be executed in respect of the Digital Forensic Investigation, Fraud Detection Review, Forensic Investigation, litigation and disciplinary hearing support and lifestyle investigations		15
	Project approach and/or methodology (total 15 points): The detailed methodology is aligned with the scope of		

	<p>work. It must include a detailed project plan that demonstrates the project life cycle which is aligned to the scope of work.</p> <p>The methodology must include detailed and executable project plan demonstrating understanding of the required methodology including how the five services/projects will be executed with specific deliverables. Bidders should demonstrate activities that will need to be undertaken to complete the Forensic investigation/ Digital forensic investigation/ Fraud Detection Reviews/ Lifestyle investigations project plan and management of the project</p> <ul style="list-style-type: none"><li>a. Forensic Investigation</li><li>b. Digital Forensic Investigation</li><li>c. Litigation (criminal and civil) and disciplinary hearing support</li><li>d. Fraud Detection Reviews; and</li><li>e. Lifestyle Investigations</li></ul>		
	Compressive methodology covering all five (5) of the of the services listed in a -e above	<b>15</b>	
	Compressive Methodology covering four (4) of the of the five (5) services listed in a -e above	<b>12</b>	
	Compressive Methodology covering three (3) of the of the five (5) services listed in a -e above	<b>9</b>	

	Compressive Methodology covering two (2) of the of the five (5) services listed in a -e above	6	
	Compressive Methodology covering one (1) of the of the five (5) services listed in a -e above	3	
	No Compressive Methodology provided (0 points)	0	
<b>4. INFORMATION SECURITY STRATEGY, PROTECTION OF INVESTIGATORS AND KEY ROLE PLAYERS AND COMMUNICATION MANAGEMENT</b>	Bidders should submit a comprehensive information security strategy on handling, safekeeping and communicating of confidential information, maintaining the confidentiality of state information (total points 5)		5
	comprehensive information security strategy on handling, safekeeping and maintaining confidentiality of state information	5	
	Less comprehensive information security strategy on handling, safekeeping and maintaining confidentiality of state information	2	
	No information security strategy for handling, safekeeping and maintaining confidentiality of state information submitted	0	

<b>5. PLANNING RISK MANAGEMENT</b>	<b>DEVELOP A RISK REGISTER THAT IS ALIGNED TO THE PROJECT WITH CLEARLY DEFINED RISKS (total points 4)</b>		<b>4</b>
	Identify project risk	2	
	Indicate a mitigation plan for each risk identified	2	
	No information provided	0	
<b>Total Points: Functionality Evaluation Criteria 100</b>			<b>100</b>
<b>Minimum Threshold: Functionality Evaluation Criteria 70</b>			

**A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as non-responsive and will be disqualified.**

## STAGE 2: POINTS FOR SPECIFIC GOALS

The contract will be awarded in terms of Regulation 4: Preferential Procurement Regulations, 2022. 20 points will be allocated for specific goal warded to bidders based on their claim/verification.

### Preference Points breakdown:

AREA	POINTS
Price	0.0
Preference	20

**A tenderer must submit applicable returnable documents as stipulated below to be awarded points.**

Specific Goal	Points	Evidence required	Suppliers Points Claimed (points will be verified)
Black Women Ownership Enterprise	10	Certified Identity document copy /Certified copy of the B-BBEE certificate/ Valid sworn affidavit/CIPC documents	
Military Veterans	5	Letter of confirmation issued by the Department of Military Veterans	
Persons living with Disability (PWDs)	5	Copy of a Medical Certificate that is stamped by a medical practitioner	

- A tenderer failing to submit supporting documents for the specified goal/s as per the above Table will not be disqualified but:
  - shall score 0 (zero) points out of 20 (twenty) for a specific goal/s

points for race-black, Women, disability, and youth will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom owns 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allocated for the goal.

## 24. SUBMISSION OF PROPOSALS

**The service provider is advised to submit one original proposal, one softcopy in a USB, and must be in a sealed envelope marked “Prequalified list of service providers to Provide Forensic Audits services on behalf of the Gauteng Provincial Government over a period of three (3) Years”**

## 25. NON-COMPULSORY BRIEFING SESSION

The non-compulsory briefing session (online, Microsoft Teams) for this tender will be held (7 days from the date of advertisement) from 10h00 to 11h30. Microsoft Link will be provided.

All bids/tenders must be deposited in the Tender Box at the following address: Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.

Bids/tenders must be deposited in the Tender Box on or before the closing date and time. Bid submitted after the closing date and time will not be accepted. Bids/tenders submitted by email and/or facsimile will not be accepted.

## 26. CONTACT DETAILS

Tender Enquiries related to the tender/bidding process and technical requirements should be directed to Ms Roshini Amrani, **Email address:** [Roshini.amrani@gauteng.gov.za](mailto:Roshini.amrani@gauteng.gov.za), **Cell no.:** 082 815 8773

Technical/Content enquiries: Content-related enquiries should be directed to: Ms Evah Ndhlovu. **Tel no.** 071 440 0736, **Email address:** [Evah.ndhlovu@gauteng.gov.za](mailto:Evah.ndhlovu@gauteng.gov.za).



# Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

**THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY**

**PLEASE NOTE:**

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER \_\_\_\_\_

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

**I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.**

Name(s) & Signature(s) of Bidder(s)

DATE:



# Provincial Supply Chain Management

## Financial Statements

Page 1 of 1

### Submission of Financial Statements

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

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

## Annexure A

# GOVERNMENT PROCUREMENT

## GENERAL CONDITIONS OF CONTRACT

### July 2010

#### NOTES

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

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

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

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

**7. Performance**

7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)



# Provincial Supply Chain Management

## PREFERENCE POINTS CLAIM FORM

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### 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**

[TICK APPLICABLE BOX]

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

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

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



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## PREFERENCE POINTS CLAIM FORM

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>20</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).



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## PREFERENCE POINTS CLAIM FORM

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### 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:

80/20

or

90/10

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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:

80/20

or

90/10

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



# Provincial Supply Chain Management

## PREFERENCE POINTS CLAIM FORM

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### 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.



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## PREFERENCE POINTS CLAIM FORM

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**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)



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## PREFERENCE POINTS CLAIM FORM

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### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number

4.5. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

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 –



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## PREFERENCE POINTS CLAIM FORM

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- (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>	