

RFB number	RAF/2022/00005
Description	Request for Bid: The Road Accident Fund (RAF) hereby invites experienced, suitably qualified service providers for provision of an Audit Management Tool for a period of five (5) years
Publication date	06 June 2022
Validity period	90 days from the closing date
Closing date	14 July 2022
Closing time	11:00 am The closing time will be as per the telkom time.
None Compulsory briefing session	13 June 2022 at 11:00 am Microsoft Teams Click here to join the meeting
Bid responses must be hand-delivered/couriered to	Road Accident Fund Eco Glades 2 Office Park 420 Witch-Hazel Avenue Centurion 0046 Pretoria Important Notes: 1. BID RESPONSES MUST BE PLACED IN THE TENDER BOX MARKED “ Audit Management Tool ”; 2. BIDDERS ARE REQUIRED TO SUBMIT A SOFT COPY (PDF) OF THEIR ORIGINAL BID DOCUMENT/PROPOSAL IN A USB. (To be enclosed in the envelope which contains the Original Bid Document/Proposal)
Bid attention	Ilish Seema
Bid enquiries: Enquiries should reference specific paragraph numbers, where appropriate. Enquiries regarding this Request for Bid should be submitted via e-mail to:	
Name	Ilish Seema
E-mail address	ilishs@raf.co.za
Closing date and time for Bid questions and enquiries	Wednesday, 15 June 2022 @ 12:00 AM Important Notes: 1. ALL QUESTIONS/ENQUIRIES MUST BE FORWARDED IN WRITING TO THE E-MAIL ADDRESS ABOVE; AND 2. QUESTIONS/ENQUIRIES RECEIVED AFTER THE ABOVE-STATED DATE AND TIME WILL NOT BE ENTERTAINED.
Publication date for Questions & Answers	16 June 2022 Questions and Answers will be published on the RAF website.

Name of Bidding company/companies	
Contact person	
Telephone number	
E-mail address	

Bidders should ensure that bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration. The Road Accident Fund (RAF) reception is generally accessible eight (8) hours a day (07h45 to 16h00), five (5) days a week (Monday to Friday). Bidders must ensure that they **deliver the bid document into the correctly marked tender box and sign the register** at the reception when delivering bids. Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses.

All bids must be submitted on the official forms.

This bid is subject to the general conditions of the bid, the general conditions of contract (GCC) and, if applicable, any other special conditions of contract (SCC).

TABLE OF CONTENTS FOR RFB: RAF/2022/00005

- 1. SECTION 1: BIDDER INFORMATION**
- 2. SECTION 2: DOCUMENT CHECKLIST**
- 3. SECTION 3: CONDITIONS AND UNDERTAKINGS BY BIDDER/S**
- 4. SECTION 4: BID CONDITIONS**
- 5. SECTION 5: GENERAL CONDITIONS OF CONTRACT**

ANNEXURES

- | | |
|--------------------|--|
| ANNEXURE A: | SBD 2 TAX CLEARANCE CERTIFICATE |
| ANNEXURE B: | SBD 4 DECLARATION OF INTEREST |
| ANNEXURE C: | SBD 5 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME |
| ANNEXURE D: | SBD 6.1 PREFERENCE POINTS CLAIM FORM |
| ANNEXURE E: | SCOPE OF WORK |
| ANNEXURE F: | PRICING SCHEDULE |

N.B. Except for the specific goods or services procured by the RAF, service providers are required not to offer any gifts, hospitality or other benefit to any RAF official. To avoid doubt, branded marketing material is considered to be a gift. Furthermore, should any RAF official request a gift, hospitality or other benefit, the service provider is required to report the matter to our toll-free fraud hotline at 0800 00 59 19.

SECTION 1: BIDDER INFORMATION

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

BIDDING STRUCTURE

Indicate the type of bidding structure by marking with an 'X':

Individual bidder	
Joint venture	
Consortium	
Using sub-contractors	
Other	

If individual bidder, indicate the following:

Name of bidder	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture or Consortium, indicate the following:

(To be completed for each JV/Consortium member)

Name of Joint Venture/Consortium member	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using sub-contractors, indicate the following:	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture or Consortium, indicate the following:	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

Please tick in the relevant block below. The pro forma documents, where applicable, are to be located at the end of this checklist. In the event that any of the documents below are not applicable to the bidder, this should be indicated by "N/A".

SECTION 2: DOCUMENT CHECKLIST

Document	Yes	No
One original completed tender submission with one copy (clearly marked as original and copy)		
Original and valid SARS Tax Clearance Certificate or Tax Clearance Certificate Pin (In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.)		
Original certified copies (copy with original stamp) of your CIPRO/CIPC company registration documents listing all members with percentage member's interest, in case of a close corporation. (To be provided by all members of Consortia/Joint Ventures/Sub-contractors.)		
B-BBEE Certificate issued by registered auditors approved by SANAS accredited BEE verification agency or affidavit detailing the B-BBEE status (South African bidders only). (To be provided by all members of Consortia/Joint Ventures/Sub-contractors. In bids where Consortia/Joint Ventures are involved bidders must submit a consolidated BBEE certificate). NB! This document will not be requested if not submitted together with the bid proposal.		
Proof of Construction Industry Development Board (CIDB) registration, if applicable.		
Declaration of interest. (To be provided by all members of Consortia/Incorporated or Unincorporated Joint Ventures/ Sub-contractors.)		
If the bidder is a joint venture, consortium or other unincorporated grouping of two or more persons/entities, a copy of the joint venture agreement between the members should be provided.		
Completed price schedule with detailed breakdown.		
Signed instructions to bidders.		
Completed bidder's particulars.		
Tax Clearance Certificate/ Tax Status Pin/ Recent CSD report		
Declaration of interest. SBD 4		
Preferential Points Claim Form. SBD 6.1		
Declaration of bidder's past Supply Chain Management (SCM) practices. SBD 8		
Certificate of independent bid determination. SBD 9		
The National Industrial Participation Programme. SBD 5		
Conditions and undertakings by bidder.		
Bid conditions.		

Kindly take note that:

- The RAF reserves the right to request any of the returnable documents listed above. A request will be submitted to the bidder(s) to submit the returnable documents within a period of two (2) business days. Failure to submit the returnable documents will lead to the bidder(s) not being considered further.**
- The bidder(s) confirms that all information required to be furnished in its respective area is completed and all documentation required for evaluation purposes is provided. Failure to provide supporting documents and non-completion of essential information required for evaluation purposes will lead to the bidder being disqualified for non-compliance.**

Name in Print

Signed

Capacity

Date

SECTION 3 : CONDITIONS AND UNDERTAKINGS BY BIDDER/S

- 1.1 **The bid forms should not be retyped or redrafted, but photocopies may be prepared and used.**
However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
- 1.1.1 Black ink should be used when completing bid documents.
- 1.1.2 Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. The RAF will accept NO liability with regard to anything arising from the fact that pages are missing or duplicated.
- 1.2 I/We hereby bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to the RAF on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices inserted therein.
- 1.3 I/We agree that -
- 1.3.1 The offer herein shall remain binding upon me/us and open for acceptance by the RAF during the validity period indicated and calculated from the closing hour and date of the bid; and
- 1.3.2 The laws of the Republic of South Africa (RSA) shall govern the contract created by the acceptance of my/our bid and that I/we choose domicilium citandi et executandi in the RSA, as indicated below.
- 1.4 **NB: BIDDERS' TERMS AND CONDITIONS ARE NOT ACCEPTABLE**
- 1.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents; and that the price(s) and rate(s) cover all my/our obligations under a resulting contract; and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 1.6 I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this bid as the principal(s) liable for the due fulfillment of this contract.

Signature(s) of bidder or assignee(s)		Date
Name of signing person (in block letters)		
Capacity		
Are you duly authorised to sign this bid?		
Name of bidder [company name] (in block letters)		
Postal address (in block letters)		
Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters) Telephone NumberFax Number..... Cellphone Number.....E-mail Address.....		

SECTION 4: BID CONDITIONS

1. The below-mentioned information in this section contains the bid conditions.
2. All bidders must adhere to the bid conditions as stated below:
 - 2.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and are required to explicitly state either "Accept" or "Not accept" (with a ✓) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.
 - 2.2 A "✓" under "Accept" will be interpreted as full compliance/acceptance of the applicable paragraph. A "✓" under "Not Accept" will be interpreted that the bidder/s has/have read and understood the paragraph, but the bidder does **not accept** the content of the applicable paragraph. A "✓" under "Not accept" will be interpreted and evaluated objectively against explanations and supporting documentation respectively.

It is mandatory for the bidders to comply with the following bid conditions:

2.3 The following bid conditions will govern the contract between the RAF and the successful bidder:

Requirement	ACCEPT	NOT ACCEPT
2.3.1 Bidders are invited to offer the services in accordance with the attached specifications and the conditions within this document.		
2.3.2 The successful bidder/s will be contracted to provide the services for a period to be agreed upon, after which the RAF reserves the right to review and extend the contract for further period/s at its own discretion.		
2.3.3 The fees may be negotiated.		

Interpretation of requirements	ACCEPT	NOT ACCEPT
2.3.4 The bidder/s shall accept the RAF's interpretation of any specific requirement in the bid documents or specifications, should there be a difference of interpretation between the bidder/s and the RAF.		
2.3.5 Should any dispute arise as a result of this bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the bidder/s and the RAF, it shall be dealt with in terms of the GCC of this document.		
2.3.6 Should there be any discrepancies between the bid conditions and any other documentation that forms part of this RFB, the bid conditions shall take preference.		

Documentation	ACCEPT	NOT ACCEPT
2.3.7 Fully comprehensive service documentation shall be supplied in English by each bidder, which shall explicitly and in detail describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.		
2.3.8 The bidder's name and address must appear clearly on the outside of tender documents and on envelopes.		

Selection	ACCEPT	NOT ACCEPT
2.3.9 The RAF reserves the right to evaluate and consider any bids that received.		

Selection	ACCEPT	NOT ACCEPT
2.3.10 Acceptance of any bids will only indicate, without any obligations on the part of either the RAF and/or a bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.		
2.3.11		

Selection	ACCEPT	NOT ACCEPT
The RAF reserves the right to make a selection solely on the information received in the bids, or to negotiate further with one or more bidder/s.		
2.3.12 The bidder/s selected for further negotiations, if any, will be chosen on the basis of the greatest benefit to the RAF and not necessarily on the basis of the lowest price.		
2.3.13 Should the RAF consider it necessary, the bidder/s shall agree to an inspection of the resources and works of the bidder, if so required.		
2.3.14 Should the RAF consider it necessary, RAF representatives will visit the bidder/s' customer sites.		
2.3.15 The RAF reserves the right:		
2.3.15.1 To cancel this RFB at any time;		
2.3.15.2 Not to accept any bids;		
2.3.15.3 To accept one or more bids for further negotiation; and		
2.3.15.4 To contact any bidder during the evaluation period, to clarify information only, without informing any other bidder.		

Copyright	ACCEPT	NOT ACCEPT
2.3.16 The specifications are the intellectual property of the RAF.		
2.3.17 The specifications are the property of the RAF and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the explicit permission of the RAF.		

Precedence	ACCEPT	NOT ACCEPT
2.3.18 All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted, shall form part of this bid document.		
2.3.19 If there is any contradictory requirements between the specifications, the drawings referred to and other specifications that have been quoted, the order of precedence, from highest to lowest is: Statutory and mandatory requirements;		

• This bid document; and • Contract conditions.		
--	--	--

Alternative suppliers	ACCEPT	NOT ACCEPT
2.3.20 The bidder accepts that the RAF will have the right to contract with any other service provider for provision of services not covered by this specification.		
2.3.21 Bidder(s) must also submit a written statement to the specification supplied by the RAF, that none of his/her/their personnel have any involvement or interest in the bidder's/s' business.		

Submission of bid	ACCEPT	NOT ACCEPT
2.3.22 The RAF will also reject an offer if the bidder/s fail to complete the compliance section/s in the format as described in paragraphs 2.1. and 2.2.		

Service approval	ACCEPT	NOT ACCEPT
2.3.23 The procuring of the services/goods shall not take place until the RAF has given final approval of all procedures.		

Additional criteria	ACCEPT	NOT ACCEPT
2.3.24 The RAF will evaluate the bids against the following criteria: • Compliance to bid conditions; • Compliance to the mandatory and specifications functionalities; and • Price and B-BBEE.		

Black Economic Empowerment	ACCEPT	NOT ACCEPT
2.3.25 The RAF has established a programme of economic empowerment in our Supply Chain Management (SCM) strategies. In this regard, companies are required to indicate their involvement, current and planned, with black businesses and professionals. This will form an important part of the evaluation criteria to be used. The RAF		

reserves the right to request all relevant information, agreements and other documents to verify information supplied in response hereto.		
---	--	--

Addenda	ACCEPT	NOT ACCEPT
2.3.26 In the event that modifications, clarifications or additions to the RFB become necessary, all bidders will be notified, in writing, addenda to this RFB.		

Preparation costs	ACCEPT	NOT ACCEPT
2.3.27 All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of the bidder. All supporting documentation and manuals submitted with the RFB will become RAF property, unless otherwise stated by the bidder/s at the time of submission.		

Confidential material	ACCEPT	NOT ACCEPT
2.3.28 Any material submitted by the bidder/s, which is considered to be confidential in nature, must be clearly marked as such.		

Payment terms – Local creditors	ACCEPT	NOT ACCEPT
2.3.29 Payments of invoices will be effected within 30 days of receipt of a correct and original invoice. Invoices/statements should be submitted <u>after</u> the RAF has acknowledged receipt of the services procured or goods supplied.		

Please note that the following clauses of the RAF's conditions and procedures governing the procurement of services.

2.4 CONTRACT TERMINATION

- 2.4.1 A contract/s with a successful bidder/s may be terminated by the RAF on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Request for Bid (RFB) being submitted and the contract being entered into. The RAF, if it wishes to terminate the contract, shall be required to give thirty (30) days written notice of its intention to terminate the contract. Such notice must be preceded by a *bona fide* discussion between the RAF and the successful bidder. In this instance, the RAF shall only remain liable for all amounts due to the successful bidder with respect to the period ending on the date of the cancellation, and shall not be held liable for any damages or losses on the basis of such termination of the contract.

2.5 DISPUTE RESOLUTION

- 2.5.1 All disputes arising out of this RFB, or relating to the legal validity of this RFB, or any part thereof, shall be resolved under this paragraph. The parties must refer any dispute to be resolved by:
- Negotiation, in terms of paragraph 2.5.3, failing which
 - Mediation, in terms of paragraph 2.5.4, failing which
 - Arbitration, in terms of paragraph 2.5.6.
- 2.5.2 Paragraph 2.5.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process contemplated in paragraph 2.5.1, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the RSA.
- 2.5.3 Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorised representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found, the authorised representatives of the parties must sign, within the ten (10) day period, an agreement confirming that the dispute has been resolved.
- 2.5.4 If negotiation in terms of paragraph 2.5.3 fails, the parties must, within fifteen (15) days of the negotiations failing, refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 2.5.5 The periods for negotiation (specified in paragraph 2.5.3) or for referral of the dispute for mediation (specified in paragraph 2.5.4), may be reduced or extended by written agreement between the parties.
- 2.5.6 In the event of the mediation contemplated in paragraph 2.5.4 failing, the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

- 2.5.7 A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).
- 2.5.8 At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.
- 2.5.9 The arbitration shall be held at Sandton, South Africa, in English.
- 2.5.10 The South African law shall apply.
- 2.5.11 The parties shall be entitled to legal representation.
- 2.5.12 The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.
- 2.5.13 This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw therefrom or to claim at any arbitration proceedings that they are not bound by the arbitration provisions of this RFB.
- 2.5.14 Both parties shall comply with all the provisions of the RFB and with all due diligence during the determination of such dispute, should the latter arise during the course of the RFB.

2.6.1.1 PAYMENT TERMS - LOCAL CREDITORS

- 2.6.2 Original, detailed, correct and complete tax invoices, monthly statements (where applicable), VAT registration numbers (where applicable), verification of bank details (in the format required) and any other relevant supporting documents must be submitted to the RAF after it has acknowledged receipt in writing of the services procured or goods received to its satisfaction.
- 2.6.3 Tax invoices and all necessary supporting documents contemplated in 2.3.29 above must be submitted to the RAF by the 1st (first) business day of a calendar month in order for payment to be effected by the end of the same calendar month. Alternatively, payment shall be effected within 30 days from date of receipt of invoice. Payments shall furthermore only be made on condition that the required documentation submitted are the originals, correct and complete.
- 2.6.4 No penalty interest shall be permitted to be charged in the event of the requirements referred to in 2.3.29 above not being complied with.

2.6.5 Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by the RAF from time to time and at the RAF's sole discretion.

2.6.6 Payment shall furthermore be subject to the RAF's standard Special Terms and Conditions of Contract, which if applicable shall prevail over this paragraph in all instances; and a copy whereof shall be furnished upon request.

2.7 TERMINATION

2.7.1 The following paragraph will be applicable to all contracts entered into/orders placed by the RAF:

If, at any time during the currency of this bid and subsequent contract/order, the RAF in its reasonable discretion determines that the other party has, in respect of this bid, contract/order or any other contract/order or agreement to which they were or are parties to:

- Acted dishonestly and/or in bad faith, and/or
- Has made any intentional or negligent misrepresentation to the RAF whether in any negotiations preceding the conclusion of, or in the execution of this RFB or any other agreement between the parties,

Then the RAF shall be entitled to, by written notice to the other party forthwith, cancel this contract/order. Upon such cancellation, the RAF shall be entitled to, in addition to all other remedies available to it, recover from the other party all damages it has suffered by virtue of such conduct by the other party. Should, at the time of such cancellation, the RAF be indebted to the other party for any amounts whatsoever, the RAF shall be entitled to withhold payment in respect thereof for a period of ninety (90) days from the date of cancellation in order to investigate the party's conduct and any damages suffered by the RAF. NO payment by the RAF to the other party after the lapse of such period shall preclude the RAF thereafter, from recovering from the other party any such damages as it may have suffered.

2.8 SPECIFIC INFORMATION REQUIRED

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

2.9 COPIES REQUIRED

It is a condition that the bidder/s shall furnish an offer comprising of **one (1) original plus one (1) copy** for the supply of products and services enumerated in this RFB document. The bidder/s shall ensure that all the relevant information and documentation is submitted with the original, as well as the copy. The RAF shall not be liable should it become evident that a bidder's/s' offer/s is/are not accepted and the reason for such non-acceptance is as a result of the bidder's/s' failure to include the information in all copies.

2.10 DUE DILIGENCE

Bidder/s must supply financial information

2.11 GENERAL VENDOR INFORMATION

The following general information is required from the prospective vendor:

2.11.1 NAME OF COMPANY/TRADING AS:

- Postal address;
- Street address; and
- Telephone and facsimile numbers.

2.11.2 COMPANY HEAD OFFICE:

- Postal address;
- Street address; and
- Telephone and facsimile numbers.

2.11.3 Contact person.

2.11.4 List of directors/partners/affiliated companies with proof of shareholding in these companies/trust – **Compulsory**.

2.11.5 List of shareholders (**Certified** original copies of individual share certificates/**certified** original copies of CIPRO registration document indicating members with percentage interest) – **Compulsory**.

2.11.6 Date of registration.

2.11.7 Company registration number.

2.11.8 Draw or attach the organisational structure of your company:

- a) Ownership structure, i.e. the % shareholding by major investors and controlling interest in affiliated companies.
- b) Basic functional structure, i.e. the administrative section of your company with which the RAF will be dealing on a day-to-day basis.

2.11.9 Original valid Tax Clearance Certificate/ Tax status pin/ CSD registration – **Compulsory**.

2.11.10 Original and valid B-BBEE Status Level Verification Certificate, a certified copy thereof or an affidavit detailing the B-BBEE status for EME's. (Bidders who do not submit B-BBEE Status Level Verification Certificates, or are non-compliant contributors to B-BBEE, do not qualify for preference points for B-BBEE and will not be disqualified from

the bidding process, but will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.)

2.12 INFRASTRUCTURE

- a) Would you describe your business as international, national or regional?
- b) List all branches and offices of your company countrywide (RSA) together with telephone numbers.

2.13 ACTIVITY AND SERVICE PROFILE

- 2.13.1 Detailed description of main field of expertise/area of operation of company.
- 2.13.2 Range of services offered.
- 2.13.3 Reference list of some contracts completed during the last 3 to 5 years, including value, duration, location and contact persons.
- 2.13.4 List of current contracts and value thereof. Submit a list of current contracts, value, contact persons and contact numbers.

Has any contract with your company ever been cancelled by a client? If YES, provide details.

2.14 TRAINING CAPABILITIES (If Applicable)

- 2.14.1 Does your company have any in-house training capabilities? (Infrastructure)
- 2.14.2 If YES, provide an overview of:
 - Activities included in this process (in-house training).
 - Method used for evaluating the effectiveness of the in-house training capabilities to ensure the required level of service is maintained.
- 2.14.3 What training is done by the company?
- 2.14.4 What type of training is done for you by other companies and who are these companies? (Provide details please.)
- 2.14.5 What type of continuing/supplementary training is done by the company? Give details of subjects, schedules, etc.
- 2.14.6 Do you have staff in your training department employed on a contract basis? If YES, provide details.

2.15 MANAGEMENT AND SERVICING

- 2.15.1 Please supply a full description of how the company is organised, together with an organisational organogram.

2.15.2 Please indicate a breakdown of staff complement into management/supervisors/administration/ guards/other services (specify).

2.15.3 Please provide details of qualifications and selection process with regard to management/supervisory expertise in the company.

2.15.3.1 Are all these personnel employed on a full-time basis? If not, provide details.

2.16 ELECTRONIC DATA INTERCHANGE

Respond to the following questions in respect of electronic data interchange (EDI). Please tick the relevant box.

a) Do you have access to Internet?

Yes	No

b) Are you interested in EDI between yourselves and the RAF?

Yes	No

2.17 REASONS FOR DISQUALIFICATION

2.17.1 The RAF reserves the right to disqualify any bidder that does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder. However, the bidder shall be notified in writing of such disqualification:

2.17.1.2 Bidders who do not have a valid and original Tax Clearance Certificate on the closing date and time of the bid;

2.17.1.3 Bidders who submitted incomplete information and documentation according to the requirements of this RFB;

2.17.1.4 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, B-BBEE credentials, experience, etc.;

2.17.1.5 Bidders who received information not available to other vendors through fraudulent means; and/or

2.17.1.6 Bidders who do not comply with the mandatory requirements as stipulated in this RFB.

2.17.2 There shall be no public opening of the bids received; however, the list of bids received may be published on the RAF website. There shall be no discussions with any enterprise until evaluation of the proposal has been completed. Any subsequent discussions shall be at the discretion of the RAF. Unless specifically

provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.

2.17.3 No bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However, bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.

2.17.3.1 Such bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in the RSA.

2.18 ENQUIRIES

2.18.1 Enquiries regarding this Request for Bid should be submitted via e-mail to:

Bid enquiries:

Ilish Seema Officer: Tenders	ilishs@raf.co.za
---------------------------------	--

Enquiries should reference specific paragraph numbers, where appropriate.

All questions/enquiries must be forwarded in writing not later than 12:00 pm on
15 June 2022.

Questions/enquiries received after 12:00 on **15 June 2022** will not be entertained.

Questions/Answers will be published on the RAF website on **16 June 2022.**

SECTION 5: GENERAL CONDITIONS OF CONTRACT

1. The below-mentioned information in this section contains the general conditions of contract (GCC).
2. Bidders are required to read and understand the GCC.
3. All bidders must adhere to the GCC, as stated below.

3.1 Definitions

The following terms shall be interpreted as indicated:

- 3.1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 3.1.2 "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.
- 3.1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.
- 3.1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process, or in contract execution.
- 3.1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 3.1.6 "Country of origin" means the place where 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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.1.7 "Day" means calendar day.
- 3.1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 3.1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 3.1.10 "Delivery into consignee's 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.

- 3.1.11 "Dumping" occurs when a private enterprise abroad markets 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.
- 3.1.12 "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 are not restricted to, acts of the purchaser in its sovereign capacity, wars or resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.
- 3.1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence the procurement process or the execution of a contract to the detriment of any bidder, and includes the collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive other bidders of the benefits of free and open competition.
- 3.1.14 "GCC" mean the General Conditions of Contract.
- 3.1.15 "Goods" mean all of the equipment, machinery and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 3.1.16 "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 transportation and handling charges to the factory in the RSA where the supplies covered by the bid will be manufactured.
- 3.1.17 "Local content" means that portion of the bidding price that is not included in the imported content provided that local manufacture does take place.
- 3.1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery, and includes other related value-adding activities.
- 3.1.19 "Order" means an official written order issued for the supply of goods or works or the procurement of a service.
- 3.1.20 "Project site", where applicable, means the place indicated in bidding documents.
- 3.1.21 "Purchaser" means the organisation purchasing the goods.
- 3.1.22 "Republic" means the Republic of South Africa.

- 3.1.23 "SCC" means the Special Conditions of Contract.
- 3.1.24 "Services" mean 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.
- 3.1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

3.2 Application

- 3.2.1 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.
- 3.2.2 Where applicable, SCC are also laid down to cover specific supplies, services or works.
- 3.2.3 Where such SCC are in conflict with these general conditions, the special shall apply.

3.3 General

- 3.3.1 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.
- 3.3.2 With certain exceptions, invitations for 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.

3.4 Standards

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

3.5 Use of contract documents and information

- 3.5.1 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 as far as may be necessary for purposes of such performance.

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

3.5.3 Any document, other than the contract itself, mentioned in GCC paragraph 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.

3.5.4 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.

3.6 Patent rights

3.6.1 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.

3.7 Performance security

3.7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the GCC.

3.7.2 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 contracts.

3.7.3 The performance security shall be denominated in the currency of the contract, or in freely convertible currency acceptable to the purchaser, and shall be in one of the following:

(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.

3.7.4 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 the SCC.

3.8 Inspections, tests and analyses

3.8.1 All pre-bidding testing will be for the account of the bidder.

- 3.8.1.1 If it is a bid condition that supplies or services to be produced 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 organisation acting on behalf of the Department.
- 3.8.2 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.
- 3.8.3 If the inspection, test and analyses referred to in paragraphs 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.
- 3.8.4 Where the supplies or services referred to in paragraphs 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.
- 3.8.5 Supplies and services, which are referred to in paragraphs 8.2 and 8.3 and which do not comply with the contract requirements, may be rejected.
- 3.8.6 Any contract supplies may, on or after delivery, be inspected, tested or analysed 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 supplier's 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.
- 3.8.7 The provisions of paragraphs 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 paragraph 23 of the GCC.
- 3.9 **Packaging**
- 3.9.1 The supplier shall provide such packaging of the goods, as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitations during transit, and open storage. Packaging, 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.

- 3.9.2 The packaging, 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.

3.10 Delivery and documents

- 3.10.1 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 the SCC.

3.11 Insurance

- 3.11.1 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.

3.12 Transportation

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

3.13 Incidental services

- 3.13.1 The supplier may be required to provide any or all of the following services, including additional services, if any specified in the 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.

- 3.13.2 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.

3.14 Spare parts

3.14.1.1 As specified in the 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.

3.15 Warranty

3.15.1 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 otherwise provided 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.

3.15.2 This warranty shall remain valid 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 the SCC.

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

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

3.15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the 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.

3.16 Payment

3.16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

3.16.2 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.

3.16.3 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.

3.16.4 Payment will be made in Rand, unless otherwise stipulated in the SCC.

3.17 Prices

3.17.1 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 authorised in the SCC or in the purchaser's request for bid validity extension, as the case may be.

3.18 Contract amendments

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

3.19 Assignment

3.19.1 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.

3.20 Subcontracts

3.20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, 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.

3.21 Delays in the supplier's performance

3.21.1 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.

3.21.2 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.

- 3.21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
- 3.21.4 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.
- 3.21.5 Except as provided under GCC paragraph 3.25, 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 paragraph 3.22, unless an extension of time is agreed upon pursuant to GCC paragraph 3.21.2 without the application of penalties.
- 3.21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

3.22 Penalties

- 3.22.1 Subject to GCC paragraph 3.25, 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 paragraph 3.23.

3.23 Termination for default

- 3.23.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, 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 paragraph 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 3.23.2 In the event that 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.

3.24 Anti-dumping and countervailing duties and rights

- 3.24.1 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 subsidised 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. 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 procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

3.25 Force Majeure

- 3.25.1.1 Notwithstanding the provisions of GCC paragraph 3.22 and 3.23, the supplier shall not be liable for forfeiture or 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.
- 3.25.2 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.

3.26 Termination for insolvency

- 3.26.1.1 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

3.27 Settlement of disputes

- 3.27.1 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.
- 3.27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by much 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.

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

3.27.3.1 Mediation proceedings shall be conducted in accordance with the rules or procedures specified in the SCC.

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

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

3.28 Limitation of liability

3.28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to paragraph 3.6,

1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss or 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
2. 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.

3.29 Governing language

3.29.1 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.

3.30 Applicable law

3.30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

3.31 Notices

3.31.1 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.

3.31.2 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.

3.32 Taxes and duties

- 3.32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 3.32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 3.32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the RAF 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.

ANNEXURE A

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

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

ANNEXURE B

SBD 4

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 interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

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

ANNEXTURE C

SBD:5

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP Policy and Guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (dti) is charged with the responsibility of administering:

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked against the imported content of the contract. Any contract having an imported content equal to or exceeding US\$10 million or other currency equivalent to US\$10 million will have an NIP obligation. This threshold of US\$10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a two-year period which exceeds US\$10 million in total.
or
 - (c) A contract with a renewable option clause, where should the option be exercised, the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$3 million worth of goods, works or services to the same government institution, which in total over a two-year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content, whilst suppliers in respect of sub-paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the dti would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners, or suppliers
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract

that is in excess of R10 million, submit details of such a contract to the dti for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in sub-paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the dti in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the dti with the following information:
- Bid/contract number;
 - Description of the goods, works or services;
 - Date on which the contract was accepted;
 - Name, address and contact details of the government institution;
 - Value of the contract; and
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone number (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the dti with the information required, the following steps will be followed:
- a. The contractor and the dti will determine the NIP obligation;
 - b. The contractor and the dti will sign the NIP obligation agreement;
 - c. The contractor will submit a performance guarantee to the dti;
 - d. The contractor will submit a business concept for consideration and approval by the dti;
 - e. Upon approval of the business concept by the dti, the contractor will submit detailed business plans outlining the business concepts;
 - f. The contractor will implement the business plans; and
 - g. The contractor will submit bi-annual progress reports on approved plans to the

dti.

- 4.2 The NIP obligation agreement is between the dti and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

SBD 6.1

ANNEXURE D

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2

Non-compliant contributor	0
---------------------------	---

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum 20 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
 2.

.....
 SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

ADDITIONAL BEE INFORMATION TEMPLATE

In addition to the BEE questionnaire listed, please furnish the following information:

1. SMME status of your enterprise:

- Please use this table to determine the SMME status of your enterprise
- Please ✓ the relevant box in each column

Column 1	Column 2	Column 3	Column 4	Column 5
Sector or sub-sector in accordance with the Standard Industrial Classification	Size of class	The total full-time equivalent of paid employees	Total turnover	Total gross asset value (fixed property excluded)
Agriculture	Medium	100	R 5 m	R 5 m
	Small	50	R 3 m	R 3 m
	Very small	10	R 0.50 m	R 0.50 m
	Micro	5	R 0.20 m	R 0.10 m
Mining and Quarrying	Medium	200	R 39 m	R 23 m
	Small	50	R 10 m	R 6 m
	Very small	20	R 4 m	R 2 m
	Micro	5	R 0.20 m	R 0.10 m
Manufacturing	Medium	200	R 51 m	R 19 m
	Small	50	R 13 m	R 5 m
	Very small	20	R 5 m	R 2 m
	Micro	5	R 0.20 m	R 0.10 m
Electricity, Gas and Water	Medium	200	R 51 m	R 19 m
	Small	50	R 13 m	R 5 m
	Very small	20	R 5.10 m	R 1.90 m
	Micro	5	R 0.20 m	R 0.10 m
Construction	Medium	200	R 26 m	R 5 m
	Small	50	R 6 m	R 1 m
	Very small	20	R 3 m	R 0.50 m
	Micro	5	R 0.20 m	R 0.10 m
Retail and Motor Trade and Repair Services	Medium	200	R 39 m	R 6 m
	Small	50	R 19 m	R 3 m
	Very small	20	R 4 m	R 0.60 m
	Micro	5	R 0.20 m	R 0.10 m
Wholesale Trade, Commercial Agents and Allied Services	Medium	200	R 64 m	R 10 m
	Small	50	R 32 m	R 5 m
	Very small	20	R 6 m	R 0.60 m
	Micro	5	R 0.20 m	R 0.10 m
Catering, Accommodation and other Trade	Medium	200	R 13 m	R 3 m
	Small	50	R 6 m	R 1 m
	Very small	20	R 5.10 m	R 1.90 m
	Micro	5	R 0.20 m	R 0.10 m

Column 1	Column 2	Column 3	Column 4	Column 5
Sector or sub-sector in accordance with the Standard Industrial Classification	Size of class	The total full-time equivalent of paid employees	Total turnover	Total gross asset value (fixed property excluded)
Transport, Storage and Communications	Medium	200	R 26 m	R 6 m
	Small	50	R 13 m	R 3 m
	Very small	20	R 3 m	R 0.60 m
	Micro	5	R 0.20 m	R 0.10 m
Finance and Business Services	Medium	200	R 26 m	R 5 m
	Small	50	R 13 m	R 3 m
	Very small	20	R 3 m	R 0.50 m
	Micro	5	R 0.20 m	R 0.10 m
Community, Social and Personal Services	Medium	200	R 13 m	R 6 m
	Small	50	R 6 m	R 3 m
	Very small	20	R 1 m	R 0.60 m
	Micro	5	R 0.20 m	R 0.10 m

SMME status of your enterprise: (Please ✓ the relevant box)
(According to SMME table) (Compulsory)

Micro	
Very Small	
Small	
Medium	
Large	

2. Please provide a complete list of all shareholders/directors/owners/members (Black & other). Indicate with percentage as appropriate. The members of the enterprise are: (Share certificates/Cipro documents to be submitted as proof.)

Number	Name	Citizenship	Date RSA Citizenship Obtained	Youth Yes / No	Exercisable Voting Rights				Economic Interest				African	Coloured	Indian	White
					Black People %	Black Female %	White Female %	Disabled %	Black People %	Black Female %	White Female %	Disabled %				

Ownership Status:

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business/enterprise owned
				No franchise prior to elections	Women	Disabled	

3. The board of directors of the company consists of: (Applicable to company)
4. The names, designation, gender and population group of the business enterprise most responsible for the execution are the following:

Name	Race	Gender	Telephone Number	Address	Date of Appointment	Executive/Non-Executive	Citizenship	Date RSA Citizenship Obtained

Function	Name	Designation	Race	Gender	Citizenship	Date RSA Citizenship Obtained
Overall day-to-day management						

Major expenditures						
Hiring/Firing staff						
Salary determination						
Final decision- maker with regard to policy matters						

5. How many employees does your enterprise have? _____

Please provide details of your workforce according to the classification below.

Classification	A		C		I		W		Total	
	M	F	M	F	M	F	M	F	M	F
1. Top management										
2. Senior management										
3. Middle management										
4. Junior management										
5. Semi-Skilled										
6. Unskilled										
7. Disabled employees										
8. Foreign nationals										
9. Contractors/temporary staff										
Total										

6. Is your enterprise involved in skills development as required by the Department of Labour?

YES	NO
-----	----

If yes, please indicate in detail the proportion of skills development expenditure to total payroll for black employees specifically.

Please indicate in detail the proportion of skills development expenditure to total payroll for black female employees specifically.

Please indicate in detail the proportion of skills development expenditure to total payroll for black employees with disabilities specifically.

Please indicate in detail the proportion of skills development expenditure to total payroll for black female employees with disabilities specifically.

7. Has your enterprise undertaken learnerships within your last financial year?

YES	NO
-----	----

If yes, please indicate in detail the proportion of black learnerships to total employees.

Please indicate in detail the proportion of black female learnerships to total employees.

8. Does your enterprise procure any products or services from businesses owned by black persons?

YES	NO
-----	----

If yes, please complete the following for the past financial year or the last 12 months:

The enterprise's procurement spend towards suppliers/service providers from Black groups was:

R _____

The enterprise's total procurement spend towards all suppliers/service providers was: R _____

9. Is your enterprise a "value-adding" supplier?

YES	NO
-----	----

Calculation: Net profit before tax + total labour cost, exceeds 25% of the value of its total revenue (excluding VAT).

If yes, please attach an auditor's certificate confirming that this statement is correct.

- 10.** Does your enterprise have an enterprise development programme in place?

YES	NO
-----	----

Please indicate in detail the proportion of enterprise development spend to net profit after tax.

Will your enterprise sub-contract or outsource any of this project's requirements to black-owned businesses?

YES	NO
-----	----

If yes, which part of the paragraph above will you sub-contract or outsource?

- 11.** Does your enterprise have a socio-economic development programme in place?

YES	NO
-----	----

If yes, please provide a brief description of your activities in this regard below.

Please indicate in detail the proportions of socio-economic spend to net profit after tax.

- 12.** The following persons, firms or entities funded and or contributed equipment, finances or personnel to the enterprise.

Name of Firm/Person	Address	Contact Person and Tel. No.	Amount and Type of Contribution

13. Turnover for the past three years: _____

(Please include audited financial statements).

14. The enterprise's primary banking institution is:

Name of Bank	Address	Contact Person Account Consultant	Account No.

15. The name and designation of the person(s) whose signature is required to issue any cheques for the payment of any and all expenditure, including payroll and operational expenditure, are:

Name	Designation	Race	Gender

BBBEE Certification

a) If the annual turnover of your enterprise is less than R5 million, please attach an auditor's certificate confirming that this statement is correct.

b) If the annual turnover of your enterprise is:

EITHER between R5 million and R35 million

OR greater than R35 million

has your enterprise been rated for its **B-BBEE** Level Contribution by a verification agency?

YES	NO
-----	----

If yes, please attach your SANAS accredited verification agency's certificate.

If no, please confirm when you plan to undertake a BEE verification agency rating to establish your enterprise's **B-BBEE** Level Contribution.

VENDOR CREATION/ UPDATE REQUEST					
New Vendor	Yes No	Change of banking details	Yes No	Change of address	Yes No
Registered company name					
Accountant				Cell No.	
Postal address				Code	
Physical address				Code	
Telephone				Fax No.	
Company registration no.				VAT No.	
Payments will be transferred into the following account details:					
Bank/Building Society					
Branch name					
Account number					
Controlling branch code					
Type of account					
Company accountant name		Signature		Date	
Must be bank stamped and original cancelled cheque attached					
Bank official name [in print]				Date	

FOR RAF OFFICE USE ONLY		REGION		
RAF Requestor name & surname		E	Date	
Department Manager approval		E		
Security Manager approval		E		
Procurement Capturer		E		
Checked by		E		
Procurement Senior Manager		E		

DUE DILIGENCE AND DECLARATION OF INTEREST

DUE DILIGENCE: FINANCIAL ASSESSMENT

A. SUPPLIER EVALUATION QUESTIONNAIRE

This questionnaire must be completed by all potential bidder/s. This information is critical for bidder's/s' evaluation purposes and must be completed honestly and accurately.

- 1.1 Complete names of your company's five key customers in terms of average business conducted as a percentage of accounts receivable/total debtor book.

Customer					
----------	--	--	--	--	--

% Receivable	0 - 20%	>20 - 40%	>40 - 60%	>60 - 80%	>80 - 100%
--------------	---------	-----------	-----------	-----------	------------

- 1.2 How often did your company experience industrial action incidents, e.g. strikes, go-slows, etc. Please indicate the number of incidents by completing the relevant block.

Past Year	Past Two Years	Past Three Years

- 1.3 Kindly indicate your company's investment in productive resources (as a percentage of turnover).

Resources	Training
% Turnover	

- 1.4 Indicate your company's top management experience by ticking the relevant boxes below.

Experience					
Ave. years	Less than 5years	5-10 years	10-15 years	15-20 years	Over 20 years

- 1.5 Does your company have electronic data interface (EDI) capabilities? Please indicate by ticking the relevant box.

YES	NO

- 1.5.1 Does your company have electronic interfaces into customer applications?

YES	NO

- 1.5.2 Can information received from buyers be fed into your applications electronically?

YES	NO

- 1.5.3 Can your company provide information to buyers in electronic formats?

YES	NO

- 1.6 Does your company have any existing electronic link with your trading partners?

YES	NO

- 1.7 How long has your company been trading or in operation? Please tick the relevant block.

Less than 3 years	3 - 5 years	6 - 10 years	11 -15 years	Over 15 years

- 1.8 Listed, e.g. Johannesburg Stock Exchange (JSE) companies, must complete the closing market share value (per share) for the respective financial year-ends as per annual financial statements submitted. (See below).

Year-end			
Closing Share Market Value			

We hereby confirm that the above-mentioned information has been completed to the best of our knowledge and that no attempt has been made to misrepresent or misstate the facts or answers as required by this questionnaire.

Signed by		Official Company Stamp
Company name		
Surname & initials		
Position		
Date		

B. Information Needed for Financial Assessment

The following information must be submitted with the RFB documents:

- Annual certified/audited financial statements, i.e. balance sheet, income statement/detailed income statement and cash flow statement – for the past three years. Should the bidder/s be an agent/s, the above-mentioned financial statements for the provider of the services must also be submitted.
- A detailed description of business relationships/agreements between the bidder and their licensor/franchisee/ partner must be provided, as well as the identification of any restrictions.
- A statement by the bidder confirming that none of his personnel has any involvement or interest in the RAF.
- Contact names and telephone numbers of at least three key/largest customers of the bidder/s.
- Bidder's/s' banking details, i.e. account number, name of main bank and branch.
- Group structure or family tree (including percentage shareholding or members' interests).
- Non-listed entities to submit a brief report or review on operations, current financial results and future plans.

All requested information in A and B above must be completed and submitted. This information is critical for assessment purposes. Should above-mentioned information be unavailable for any reason, the RAF may disqualify the bid for information not submitted.

ANNEXURE: E: BID SPECIFICATION: APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF AN AUDIT MANAGEMENT TOOL FOR A PERIOD OF FIVE (5) YEARS.

SCOPE OF WORK, EVALUATION CRITERIA AND EVALUATION METHODOLOGY

1. BACKGROUND OF THE ROAD ACCIDENT FUND

The Road Accident Fund (RAF) is a schedule 3A Public Entity established in terms of the Road Accident Fund Act, 1996 (Act No. 56 of 1996), as amended. Its mandate is the provision of compulsory social insurance cover to all users of South African roads, to rehabilitate and compensate persons injured as a result of the negligent driving of motor vehicles in a timely and caring manner, and to actively promote the safe use of our roads. The customer base of the RAF comprises not only of the South African public, but all foreigners within the borders of the country. The RAF has branch offices in Cape Town, Durban, East London, Johannesburg and Pretoria, while its Head Office is located in Centurion. The RAF also has satellite offices based in Nelspruit, Polokwane, Welkom, Port Elizabeth, Tzaneen, Bloemfontein, Kimberley, Newcastle and Mahikeng.

The damages for which the Fund may be liable include:

- Past and future hospital, medical and related expenses;
- Funeral expenses;
- Past and future loss of earnings;
- Past and future loss of support; and
- General damages.

2. SPECIAL INSTRUCTIONS TO BIDDERS

- 2.1 Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required explicitly state either “Comply/Not Comply” regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All documents as indicated must be supplied as part of the submission.
- 2.2 Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All documents as indicated must be supplied as part of the submission.
- 2.3 Bidders must be registered on the National Treasury Central Supplier Database (CSD) prior to submitting a bid. Note: Bidders registration on CSD will be verified.

- 2.4 Bidders who do not comply with the mandatory requirements will not be considered.
- 2.5 Occupation Certificate should be provided three (3) months after award.

3. BACKGROUND OF THE BID

- 3.1 The RAF Internal Audit department is required to provide independent assurance on the adequacy and effectiveness of controls that management has put in place. The internal audit process seeks to provide reasonable assurance regarding management's assertions that the Fund's key objectives are achieved, operations are effective and efficient, financial and performance information produced is reliable, and activities are performed in compliance with applicable laws and regulations.
- 3.2 The RAF Internal Audit department identified the need to automate its audit process in order to streamline its processes and improve the value that it offers to the business and therefore requires an audit management tool/software to be used throughout the audit process. This is critical as it assists with increasing the efficiency and productivity of the entire internal audit process, including scheduling, planning, execution, review, report generation, trend analysis, capturing of employees' timesheets, automated tracking and follow-up of previously raised findings, audit committee reporting and storage. It also enables teams in different regional offices to be able to work centrally on one project and to extract a portion of the audit to work outside of the network when there is no network connectivity.
- 3.3 The purpose of the Request for Bid (RFB) is to invite Service Providers that will provide Audit Management Tool and related support services to the Road Accident Fund (RAF) for a period of five (5) years

3.4 DETAILED SPECIFICATION

The Audit Management Tool and related support services that service providers would propose to address the Fund's requirements should have the following criteria at a minimum:

- The tool should provide capabilities that allow Internal Audit to plan and allocate its projects and resources at the beginning of each financial year in line with the approved Internal Audit plan.
- The tool should have audit documentation templates/capabilities that allow for documentation of audit projects from planning, fieldwork through to reporting.

- The tool should provide report generation capabilities that allow Internal Audit to generate an Audit report from the working papers completed on the tool during fieldwork.
- The tool should have Audit finding tracking capabilities that allow both Internal Audit and the business process owners who own the findings visibility on such findings.
- The tool should provide for adequate segregation of uses within the system, e.g. work paper preparers, reviewers at various levels (audit supervisor, audit manager etc.), administrators etc.
- The tool should provide for the capturing of time spent on projects as well as time reporting capabilities.
- The tool should have backup and storage capabilities that allows it to consistently backup data to enable recovery in the event of a disruption.
- The tool should have capabilities of allowing more than one auditor to work on the same project at the same time.
- The tool should allow copying and sharing of project with other team members who are working offsite.
- The tool should be used by at least 4 organisations within the country of which 50% of these users should be in the Public Sector.

The price for the proposed package should include the following aspects:

- Software Implementation/installation fee.
- Licenses fees per annum (40 users).
- Introductory/ Foundation Training for 40 Users.
- On-site support hours.
- The contract will be for five (5) years.

All the infrastructure requirements for the implementation of the software/tool should be specified.

This should include but not be limited to; hardware, operating system and database system requirements that are necessary to enable the installation and successful implementation of the software.

4 EVALUATION CRITERIA AND METHODOLOGY

4.1 The Evaluation Process entails the following phases:

Phase 1 - Initial Screening Process: At this Phase Bidders' responses are reviewed to check if the response is according to the RAF Request for Bid (RFB) document. Bidders who comply with the screening process will be evaluated against Mandatory Requirements.

Phase 2 - Mandatory Requirement Evaluation: At this Phase Bid Responses are evaluated, as per the evaluation criteria specified in the RFB document. Non-compliance to the Mandatory Requirements will lead to disqualification.

Phase 3 – Technical/ Functional Evaluation: At this phase bid responses are evaluated as per the evaluation criteria specified in the RFB document against the Technical/ Functional Evaluation Criteria. Bidder/s who scores 30 or more points out of 50 points allocated at Technical Evaluation will be further evaluated on Presentation and Demonstration.

Phase 4 - Presentation and Demonstration: Bidder/s that meet(s) mandatory and technical scoring evaluation criteria should be committed to present and demonstrate the functionality of their Audit Management tool to the RAF in line with the requirements outlined in the specification at a time that would be communicated by RAF. Bidder/s who score a threshold of 50 out of 50 points on Demonstration Evaluation will be considered for further evaluation on Price and B-BBEE. Service Provider/s who fail to attain the required threshold will not be evaluated further.

Phase 5 - Price and B-BBEE Evaluation: 80/20 Preference Point System will apply.

4.2 MANDATORY REQUIREMENTS

Bidder must indicate by ticking (✓) correct box indicating that they Comply or do not comply. In the event that no tick is made it will be accepted that the bidder does “not comply” and will be disqualified.

Responses to this section will be verified in phase 4.4 of the evaluation, that is, 4.4: Presentation & Demonstration.

4.2.1 Mandatory Requirements (Functionality)			
AUDIT MANAGEMENT TOOL MUST HAVE THE FOLLOWING CAPABILITIES		COMPLY	
		(Please tick applicable box)	
		YES	NO
1	The tool should provide capabilities that allow Internal Audit to plan and allocate its projects and resources at the beginning of each financial year in line with the approved Internal Audit plan.		
2	The tool should have audit documentation templates/capabilities that allow for documentation of audit projects from planning, fieldwork through to reporting.		
3	The tool should provide report generation capabilities that allow Internal Audit to generate an Audit report from the working papers completed on the tool during fieldwork.		
4	The tool should have Audit finding tracking capabilities that allow both Internal Audit and the business process owners who own the findings visibility on such findings.		
5	The tool should provide for adequate segregation of users within the system, e.g. work paper preparers, reviewers at various levels (auditor, supervisor, audit management and administrators).		
6	The tool should provide for the capturing of time spent on projects as well as time reporting capabilities.		

7	The tool should have backup and storage capabilities that allows it to consistently backup data to enable recovery in the event of a disruption.		
8	The tool should have capabilities of allowing more than one auditor to work on the same project at the same time.		
9	The tool should allow copying and sharing of project with other team members who are working offsite.		

4.2.1 Mandatory Requirements (Security)			
Security domain	Requirement	COMPLY (Please tick applicable box)	
		YES	NO
Identity and access management	The solution must have a capability to provide following: • Multifactor authentication • Single sign on with Active Directory • Enforced standard access control principles such as segregation of duties, role based access control based on least privilege and need to know principle.		
Audit capabilities	The solution must enable the logging of all critical activities undertaken by users and systems to ensure event logging.		

Information security	• The Solution must be protected against the OWASP Threats (At least top 10) • The Solution must be able to enforce the minimum CIS benchmarks. • Ensure privacy requirements are met (e.g., the need to protect the confidentiality of customer records or personally identifiable information (PII) such as employee and customer details) as per the legal and regulatory requirements (e.g. POPIA, GDPR, ECT, PAIA).		
	• The bidder confirms that they will adhere to the RAF's information security policies, standards and procedures.		
Encryption	For web based solutions, the solution must be able to provide adequate protection for Sensitive information in transit (e.g. between the web server and a user's web browser) and at rest; the information must be protected against unauthorised disclosure. <u>NB: Please only tick Yes/No if the proposed solution is web based; if it's not web based indicate Not Applicable.</u> <u>This criteria will only be evaluated if the proposed solution is web based.</u>		

Session management	For web based solutions, the solution must be capable of issuing session IDs that are unique to users and must be randomly generated, and issued after each successful authentication. <u>NB: Please only tick Yes/No if the proposed solution is web based; if it's not web based indicate Not Applicable.</u> <u>This criteria will only be evaluated if the proposed solution is web based.</u>		
---------------------------	---	--	--

NOTE: All Bidders who do not meet Mandatory Requirements will be disqualified and will not be considered for further evaluation on the Functional/Technical requirements.

4.3 TECHNICAL / FUNCTIONAL CRITERIA (EXPERIENCE)

With regards to technicality / functionality, the following criteria shall be applicable, and the maximum points of each criterion are indicated in the table below:

No.	Functional Criteria	Weight										
1.1	Reference Letters: The service provider must provide a minimum of four (4) reference letters that proves that the tool has been used by at least four (4) organisations within the country. • The name of the company at which the Audit Management Tool was provided as well as the functionality of the tool that was used; • Contact Person • Contact Numbers Please note: The RAF will not accept a list of references and/or references listed on a table other than signed reference letters. The RAF reserves the right to validate all reference letters submitted. The reference letter(s) must be in the form of individual letter(s) from the respective clients. <table><tr><th>Scoring matrix Reference Letters</th><th>Points</th></tr><tr><td>Less than 4 reference letters</td><td>0</td></tr><tr><td>4 reference letters</td><td>15</td></tr><tr><td>5 reference letters</td><td>20</td></tr><tr><td>6 reference letters or more</td><td>25</td></tr></table>	Scoring matrix Reference Letters	Points	Less than 4 reference letters	0	4 reference letters	15	5 reference letters	20	6 reference letters or more	25	25
Scoring matrix Reference Letters	Points											
Less than 4 reference letters	0											
4 reference letters	15											
5 reference letters	20											
6 reference letters or more	25											
	NB The reference letters provided on 1.1 of the technical / functional criteria will also be used to evaluate 1.2 of the technical / functional requirements											

1.2	Reference Letters:		
	The reference letters provided on 1.1 of the technical / functional criteria, a minimum of two (2) of the reference letters should be from a public sector		
	Scoring matrix Reference Letters	Points	
	Less than 2 reference letters from a public sector user	0	
	2 reference letters with users in the Public Sector	15	
	3 reference letters with users in the Public Sector	20	
	4 reference letters or more with users in the Public Sector	25	
	NB: Service Provider/s who score a minimum threshold of 30 out of 50 points on Technical/Functional Evaluation will be considered for further evaluation on Demonstration. Service Provider/s who fail to attain the required minimum threshold will not be evaluated further		

4.4 PRESENTATION AND DEMONSTRATION CRITERIA

With regards to Demonstration, the bidder must provide a detailed and comprehensive demonstration of their solution, indicating how the proposed solution will meet/satisfy each user requirement as indicated in the table below:

The bidder will be advised on method of demonstration / presentation to the BEC during the evaluation process (physically / Microsoft Teams).

DEMONSTRATION				POINTS
Please note: Service Providers that meet mandatory and technical evaluation criteria should be committed to present and demonstrate the functionality of their Audit Management Tool to the RAF in line with the requirements outlined in specification at a time that would be communicated by RAF. The service provider should indicate the method they will use to demonstrate the functionality of the tool to RAF.				50
Nr	Features to be demonstrated	Yes	No	
1	The tool should provide capabilities that allow Internal Audit to plan and allocate its projects and resources at the beginning of each financial year in line with the approved Internal Audit plan.			

2	The tool should have audit documentation templates/capabilities that allow for documentation of audit projects from planning, fieldwork through to reporting.		
3	The tool should provide report generation capabilities that allow Internal Audit to generate an Audit report from the working papers completed on the tool during fieldwork		
4	The tool should have Audit finding tracking capabilities that allow both Internal Audit and the business process owners who own the findings visibility on such findings		
5	The tool should provide for adequate segregation of users within the system, e.g. work paper preparers, reviewers at various levels (auditor, supervisor, audit management and administrators).		
6	The tool should provide for the capturing of time spent on projects as well as time reporting capabilities.		
7	The tool should have backup and storage capabilities that allows it to consistently backup data to enable recovery in the event of a disruption.		
8	The tool should have capabilities of allowing more than one auditor to work on the same project at the same time.		
9	The tool should allow copying and sharing of project with other team members who are working offsite.		
10	The solution must have a capability to provide the following • Multifactor authentication • Single sign on with Active Directory • Enforced standard access control principles such as segregation of duties, role based access control based on least privilege and need to know principle.		
11	The solution must enable the logging of all critical activities undertaken by users and systems to ensure event logging.		
12.	Encryption: For web based solutions, the solution must be able to provide adequate protection for Sensitive information in transit (e.g. between the web server and a user's web browser) and at rest; the information must be protected against unauthorised disclosure. NB: This criteria will only be evaluated if the proposed solution is web based.		
13.	Session Management: For web based solutions, the solution must be capable of issuing session IDs that are unique to users and must be randomly generated, and issued after each successful authentication. NB: This criteria will only be evaluated if the proposed solution is web based.		

Demonstration	Points
Does not meet all the requirements	0
Meets all the requirements	50

NB: Bidder/s who do not score a threshold of 80 out of 100 points on **Technical /Functionality and Presentation/ Demonstration** will not be considered for further evaluation on Price and B-BBEE. Bidder/s who fail to attain the required threshold will not be evaluated further.

4.5 PRICE EVALUATION PRICE AND B-BBEE EVALUATION

The evaluation for Price and B-BBEE shall be based on the 80/20 PPPFA principle and the points for evaluation criteria are as follows:

Evaluation Criteria		Points
1.	Price	80
2.	Black Economic Empowerment	20
Total		100

ANNEXURE F: PRICING SCHEDULE

This annexure should be completed and signed by the bidder's authorized personnel as indicated below:

Note: all prices must be VAT inclusive and must be quoted in South African Rand (ZAR)

The bidder will be required to price on the following: Price Schedule:

PRICING SCHEDULE

Deliverables		Cost (R)
1. Audit Management Tool System Implementation		
Customisation/Configuration (Implementation)		
Training (Introductory/ Foundation Training for 40 Users)		
Other costs (if applicable)		
Sub-total		
2. Licenses (40 Users)		
Initial License fees (or Capex)		
Annual license renewal (quoted for 4 years)		
	Year 2	
	Year 3	
	Year 4	
	Year 5	

NOTE: Based on standard industry practice associated with Audit Management tools, online support will be considered as the primary method of providing support and maintenance including standard upgrades during the course of the contract. Therefore, support and maintenance fees will be deemed to be included in the Annual licence renewal/maintenance fees.	
Onsite support (as and when require): Onsite maintenance and support in the event that it would be required should be capped at 50 hours per annum for a period of five years (250 hours as retainer for the five-year period).	
The support fees will be paid based on the actual hours used by the bidder up to a maximum of 50 hours per year. 250 hours for a period of five years =	
Sub-total	
Value Added Tax (VAT)	
Grand Total	

NOTE: In the event that the RAF needs to procure additional licences during the course of the contract, the bidder should be able to provide each of those licences at a cost that is less than or equivalent to the cost of licences procured as part of the 40 initial licences.

Note: Time and Material will be billable on an as and when required. Unbilled Time and Material will be accumulative over the contract period.

Payments to bidder shall be made on submission of an invoice in 30 days.

Please indicate your Total Bid Price here: R..... (Compulsory)

- a) Important: It is mandatory to indicate your total bid price as requested in point (1) above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the price indicated in point (1) above shall be considered the correct price.
- b) NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

2. All additional costs must be clearly specified.	Comply	Not comply
Substantiate / Comments		

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

YES	NO
-----	----

2. If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI and also details of the cost breakdown. Detail which cost items are subject to escalation specified in the proposed lease agreement and which cost items are subject to escalation at other rates. Refer to documentation specifying of cost items.

Mandatory if the prices are not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.	Comply	Not comply
Substantiate / Comments		

Bidder's Name:

Signature:

Date: