



ROADS AGENCY
LIMPOPO
TOGETHER FOR BETTER ROADS

REGISTRATION NO. (2001/025832/30)

REQUEST FOR BID SERVICES

BID DETAILS

BID NUMBER: RAL/2024/FORENSIC INVESTIGATIONS/RFB0010

CLOSING DATE: 11 NOVEMBER 2024
TIME: 11:00

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO
CONDUCT FORENSIC INVESTIGATION OF
OVER-EXPENDITURE AND POSSIBLE
FINANCIAL MISCONDUCT AT ROADS AGENCY
LIMPOPO (SOC) LTD

BRIEFING SESSION: Yes ☐ No ☒
See Paragraph 2 on Bid Submission Conditions and
Instructions that the Bidder needs to take note of.

DETAILS OF BIDDER

Service provider: _____
CSD number: _____
Bid price: _____
Contact person: _____
Telephone/ Cell number: _____
E-mail address: _____

GLOSSARY

Award	Conclusion of the procurement process and final notification to the effect to the successful bidder
Bid	Written offer in a prescribed or stipulated form in response to an invitation by RAL for the provision of goods, works or services
Contractor	Organisation with whom RAL will conclude a contract and potential service level agreement subsequent to the final award of the contract based on this Request for Bid
Core Team	The core team are those members who fill the non-administrative positions against which the experience will be measured.
GCC	General Conditions of Contract
IP	Intellectual Property
Original Bid	Original document signed in ink, or Copy of original document signed in ink
Originally certified	To comply with the principle of originally certified, a document must be both stamped and signed in original ink by a commissioner of oaths.
RAL	Limpopo Province Roads Agency (SOC) Ltd Registration No. 2001/025832/30 – t/a Roads Agency Limpopo
SCM	Supply Chain Management
SLA	Service Level Agreement

DOCUMENTS IN THIS BID DOCUMENT PACK

Bidders are to ensure that they have received all pages (**36**) of this document, which consists of the following sections:

SECTION A

Note: Documents in this section are for information to/instruction to bidders/ must be completed and returned with bids.

- ☐ Invitation to Bid (SBD 1)
- ☐ Bid Submission Conditions and Instructions
- ☐ Terms of Reference
- ☐ Evaluation Process

SECTION B

Note: Documents in this section must be completed and returned or supplied with bids.

- ☐ Pricing Schedule (SBD 3.3)
- ☐ Bidder's Disclosure (SBD 4)
- ☐ Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2022 (SBD 6.1)
- ☐ Bid submission Conditions, Instruction and Evaluation Process/Criteria

SECTION A

(This section must be returned as part of the bid document)

SBD1

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ NO

☐ YES

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ NO

☐ YES

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

SBD1

PART B TERMS AND CONDITIONS FOR QUOTING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

BID SUBMISSION CONDITIONS AND INSTRUCTIONS

CONDITIONS AND INSTRUCTIONS THAT BIDDERS NEED TO TAKE NOTE OF

1 FRAUD AND CORRUPTION

- 1.1 All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

2 BRIEFING SESSION

- 2.1 No briefing session will be held.

3 CLARIFICATIONS/ QUERIES

- 3.1 Any clarification required by a Bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (letter, facsimile or e-mail) from dinalamr@ral.co.za by not later than **15:00 on Wednesday, 30 October 2024**. A reply will be forwarded within two **(02)** working days. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all Bidders by e-mail only. The bid number should be mentioned in all correspondence.

4 SUBMITTING BIDS

- 4.1 Two (2) original documents must be handed in/delivered to:

DEPOSITED IN THE
BID/TENDER BOX
SITUATED AT
(Street address)

Roads Agency Limpopo
RAL Towers
26 Rabe Street
Polokwane

OR

* POSTED TO:

Roads Agency Limpopo
Private Bag X9554
Polokwane
0700

No faxed or e-mailed bids will be accepted

Bidders should ensure that bids are delivered to RAL before the closing date and time to the correct physical address. If the bid is late, it will not be accepted for consideration.

*** Refer to Paragraph 5 below**

- ☐ Bids can be delivered and deposited into the tender box any time before or on the closing date.
- ☐ All bids must be submitted on the official forms (not to be re-typed).

- 4.2 Bids should be submitted in sealed envelopes, marked with:
- ☐ Bid number (**RAL/2024/FORENSIC INVESTIGATIONS/RFB0010**)
 - ☐ Closing date and time (**11 November 2024 @ 11:00**)
 - ☐ The name and address of the Bidder.

- 4.3 Documents submitted on time by bidders shall not be returned.

5 LATE BIDS

- 5.1 Bids received late shall not be considered. A bid will be considered late if it arrived even one second after 11:00 or any time thereafter. The tender (bid) box shall be closed at exactly 11:00 and bids arriving late will not be considered under any circumstances. Bids received late shall be returned unopened to the bidder. Bidders are therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.
- 5.2 The official Telkom time, which can be observed by dialling 1026 from any phone, will be used to verify the exact closing time.
- 5.3 Bids sent to the RAL via normal post or any other mechanism shall be deemed to be received at the date and time of arrival at the RAL premises (tender/bid box or reception). Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to be received late.

6 PAYMENTS

- 6.1 RAL will pay the Contractor the fees set out in the final contract according to the table of deliverables. No additional amounts will be payable by the RAL to the Contractor.
- 6.1.1 The Contractor shall from time to time during the duration of the contract, invoice RAL for the services rendered.
- 6.1.2 The invoice must be accompanied by supporting source document(s) containing detailed information, as RAL may reasonably require, for the purposes of establishing the specific nature, extent and quality of the services which were undertaken by the Contractor.
- 6.1.3 No payment will be made to the Contractor unless an original tax invoice complying with section 20 of the VAT Act No 89 of 1991, as amended, has been submitted to RAL.
- 6.1.4 Payment shall be made by bank transfer into the Contractor's back account normally 30 days after receipt of an acceptable, original, valid tax invoice. Money will only be transferred into a South African bank account. (Banking details must be submitted as soon as the bid is awarded).
- 6.2 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other moneys required to be paid in terms of the applicable law.

7 GENERAL CONDITIONS OF CONTRACT

- 7.1 The General Conditions of Contract must be accepted. The GCC can be downloaded from the Treasury Website. Please refer to the link below:

<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract-%20Inclusion%20of%20par%2034%20CIBD.pdf>

TERMS OF REFERENCE

1. PURPOSE

Roads Agency Limpopo SOC Ltd is seeking to appoint a qualified service provider with relevant expertise to conduct a forensic investigation of over-expenditure and possible financial misconduct.

2. BACKGROUND

The Roads Agency Limpopo requires a qualified professional firm to be sourced to provide forensic investigation services of over-expenditure and possible financial misconduct incurred over the 2022/2023, 2023/2024 and 2024/2025 Financial year(s) period.

3. DETAILED SCOPE OF WORK

Service providers will be required, to amongst others, to perform the following activities depending on the scope of work:

- a. Conduct forensic investigations into allegations of fraud and corruption which include, but not limited to, wasteful expenditure as follows:
 - Determination of investigation scope and authority of an assignment.
 - Development of an investigation plan.
 - Forensic acquisition of electronic data, where necessary.
 - Forensic analysis of all data acquired
 - Interrogate relevant stakeholders (internal and external).
 - Conduct and produce preliminary investigation outcomes.
 - Prepare an investigation report with findings, recommendations and conclusions.
 - Recommend remedial measures where deficiencies are identified.
 - Conduct follow-ups on findings, where necessary.
- b. Conduct investigations on possible or confirmed irregular, fruitless, wasteful and over expenditure incurred with recommendations thereof in accordance with the PFMA, Treasury Regulations, the National Treasury Framework, and other applicable legislations.
- c. Initiating and supporting disciplinary actions against officials involved in fraudulent and corrupt activities. This includes testifying at disciplinary proceedings that may be in a period beyond the term of contract.
- d. Referring cases of fraud and corruption to the relevant law enforcement agency or any other appropriate agencies/bodies and preparing the necessary documentation for such referrals.

- e. Investigations conducted should be treated as confidential in order to protect the integrity of the investigations and the privacy of the parties involved, furthermore investigations must adhere to the conditions for lawful processing of personal information as stipulated by POPIA act.

4. CODE OF PROFESSIONAL ETHICS

The successful service provider is expected to apply the following guiding principles:

- (a) **Professionalism and Diligence:** the service provider shall, at all times, demonstrate a commitment to professionalism and diligence in the performance of its duties.
- (b) **Legal and Ethical:** the service provider shall not engage in any illegal or unethical conduct, or any activity which would constitute a conflict of interest.
- (c) **Integrity and Independence:** the service provider shall, at all times, exhibit the highest level of integrity in the performance of all professional assignments and will accept only assignments for which there is reasonable expectation that the assignment will be completed with professional competence.
- (d) **Objectivity:** the service provider will comply with lawful orders of the courts and will testify to matters truthfully and without bias or prejudice.

5. THE PROJECT EXPECTATIONS AND DELIVERABLES

- A detailed report with findings, recommendations and conclusions.

6. FORENSIC INVESTIGATION PROCESS AND DURATION

a. FORENSIC INVESTIGATION PROCESS

The forensic investigation assignments will be structured around phases based on consultation and agreement with the Roads Agency Limpopo Management team, which will be responsible for the coordination of each assignment.

b. PROJECT MANAGEMENT AND CONTRACTING AUTHORITY

The service provider's Project Management team will be controlled and directed by the Accounting Authority and will be the main point of contact in the Roads Agency Limpopo.

c. REPORTING REQUIREMENTS

The Roads Agency Limpopo will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled for all projects/investigations conducted by the service provider.

In the event where the appointed service provider will be providing support to a criminal investigation and/or a criminal trial; all documentation gathered during this phase by both the service provider and the South African Police Service, including the final forensic report will belong to the law enforcement agencies involved.

7. COMPLIANCE

7.1 Administrative requirements

#	Description	Minimum Proof required	Tick	
			Yes	No
1.	Invitation to Bid (SBD 1)	Completed, signed and submitted		
2.	Bidder's Disclosure (SBD 4)	Completed, signed and submitted		
3.	Preference points claim form in terms of the preferential procurement regulations 2022 (SBD 6.1)	Completed, signed and submitted		
4.	Registration on Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit	CSD-Proof of registration		

	https://secure.csd.gov.za/ to obtain your vendor number.			
5.	Proof of JV or partnership agreements (if applicable)	Signed agreement		
6.	Proof of Authority to sign (submit Letter / Board Resolution)	Signed Letter/Board resolution		
7.	Special conditions of contract and quotation	Completed, signed and submitted		

7.2 Mandatory requirements

The following are mandatory requirements to be considered:

The information contained in the Table below is mandatory and will be used in assessing the responsiveness of bidders. Failure to submit and complete all mandatory information will result in submissions being deemed null and void and shall be considered “non – responsive” and therefore not considered.

#	Description	Minimum Proof required	Tick	
			Yes	No
1.	Company profile and Organogram	Company profile and Organogram with team members		
2.	Pricing Schedule (SBD 3.3)	Fully completed and submitted		
3.	Proof of Company Membership with Legal Practice Council (LPC) or Association of Certified Fraud Examiners SA (ACFESA)	Proof of membership of a statutory body		
4.	Valid COIDA certificate	Valid COIDA certificate		
5.	Proof of individual membership with the South African Institute of Chartered Accountants (SAICA) or Institute of Internal Auditors	Proof of membership of a statutory body		

	(IIA (SA)) or the Association of Certified Fraud Examiners SA (ACFESA)			
6.	Technical response separated from price envelope	Two envelopes received		

8. TERMS AND CONDITIONS

- (a) The service shall be for a maximum period of 06 calendar months from the date of resumption of duties.
- (b) The service provider shall be bound to the oath of secrecy and confidentiality.
- (c) RAL reserves the right to reject any proposal where a response is found to be insubstantial by the evaluating panel.
- (d) The successful service provider will enter into a Service Level Agreement (SLA) with RAL.
- (e) The service provider may not assign, in whole or in part, any of its obligations to perform in terms of the contract to any third party, unless the Accounting Authority has prior to the assignment, consented in writing to the assignment.
- (f) The service provider may not cede his right to payment in terms of a contract to a third party without the prior written consent of the Accounting Authority. A service provider may not by any means of cession, cede any of his obligations to perform in terms of a contract to any third party.
- (g) Bids shall include all relevant information about the bidder, which is thought appropriate to assist RAL to assess the service provider's competence.

9. PROJECT PERIOD

The contract period for this project is **six (06)** calendar months.

10. VALIDITY PERIOD

The offer validity period will be **120 days** from the closing of bids

11. PROJECT COST

The service provider will be required to provide a detailed cost of the project as per attached Pricing Schedule including all disbursements. Rates of pay should be provided for the team, if subsequent

services are required for performance of follow-up engagements. The pricing shall be all inclusive and firm. For pricing, please refer to the attached Pricing Schedule (SBD 3.3).

ALL BIDDERS MUST TAKE NOTE OF THE EVALUATION PROCESS THAT WILL BE FOLLOWED.

1 EVALUATION PROCESS

1.1 COMPLIANCE WITH MINIMUM REQUIREMENTS

1.1.1 Evaluation criteria is based on **Compliance, Functionality, Price, and Specific goals**. Non submission and fully completion of mandatory requirements will render proposals non- responsive and will be eliminated from further consideration.

1.1.1.1 Administrative compliance

- Invitation to Bid (SBD 1)
- Bidder's Disclosure (SBD 4)
- Preference points claim form in terms of the preferential procurement regulations 2022 (SBD 6.1)
- Registration on Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <https://secure.csd.gov.za/> to obtain your vendor number.
- Proof of JV or partnership agreements (if applicable)
- Proof of Authority to sign (submit Letter / Board Resolution)
- Special conditions of contract and bid

1.1.1.2 Mandatory Requirements

- Company profile and Organogram
- Pricing Schedule (SBD 3.3)
- Proof of Company Membership with South African Institute of Chartered Accountants (SAICA) or Institute of Internal Auditors (IIA (SA)) or Legal Practice Council (LPC) or Association of Certified Fraud Examiners SA (ACFESA)
- Valid COIDA certificate
- Proof of individual membership with the Association of Certified Fraud Examiners SA (ACFESA)
- Technical response separated from price envelope

1.2 DETERMINATION OF SCORE FOR FUNCTIONALITY

1.2.1 The evaluation criteria and weights for functionality as indicated in the table in below, will apply.

FUNCTIONAL CRITERIA	MAXIMUM TO BE AWARDED
1. <u>Company Experience</u> Experience of the bidder in Forensic Investigations. Signed reference letters on client's company letterhead must be in the following fields or areas: forensic investigations in the public sector. Points are awarded based on the number of reference letters submitted confirming completion of the projects by the bidder. • Less than 3 references = 0 points • 3 – 4 references = 10 points • 5 – 6 references = 15 points • 7 references and above = 20 points	20
2. <u>Staff Capacity</u> Attach resumes of each key project team member indicating qualifications, years of experience, accreditation / affiliation (where relevant). Schedule of similar work in performing irregular expenditure investigations/investigation on related projects in the public sector. Only completed year/s will be considered (list the works related to the project). <u>Qualifications</u> <u>Project Director – CA(SA) or CIA</u> • Not a qualified CA(SA) or CIA = 0 points • Qualified CA(SA) or CIA = 10 points <u>Experience</u> <u>Project Director (CA(SA) or CIA)</u> • Less than 3 years' experience = 0 points • 3 years' experience and above to 4 years' experience = 05 points • Above 4 years' experience to 6 years' experience = 10 points • Above 6 years' experience = 20 points	50

FUNCTIONAL CRITERIA	MAXIMUM TO BE AWARDED
<u>Qualifications</u> <u>Project Manager – CFE (SA) or Advocate/Admitted Attorney</u> - Not a qualified CFE(SA) or Advocate/Admitted Attorney = 0 points - Qualified CFE(SA) or Advocate/Admitted Attorney = 10 points <u>Experience</u> <u>Project Manager – CFE(SA) or Advocate/Admitted Attorney</u> - Less than 3 years' experience = 0 points 3 years' experience and above to 4 years' experience = 03 points - Above 4 years' experience to 6 years' experience = 05 points - Above 6 years' experience = 10 points NB: CV, Organogram, certified copies of qualifications and professional membership of the above team members must be submitted.	
3. <u>Methodology</u> Demonstration of understanding of the scope of work with task description, resource allocation, clear milestones and timelines for each task to be performed. The methodology should be properly outlined in line with the investigation to be conducted (<i>refer to the scope of work</i>) <u>Points will be awarded on the following methodology key requirements:</u> - Identifying task description, - resource allocation, and - clear milestones and timelines - No key requirements (methodology) = 0 points 1 key requirement (methodology) = 10 points 2 key requirements (methodology) = 20 points 3 key requirements (methodology) = 30 points NB: Methodology and the project plan will be evaluated on its adequacy and whether its practical and relevant to RAL environment. Failure to address the scope of work and functionality requirements will results in no points allocated.	30
TOTAL	100

1.2.2 The score for functionality shall be calculated as follows:

- ☐ Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score for functionality.
- ☐ The score of each panel member shall be added together and divided by the number of panel members to establish the average score obtained by each individual bidder for functionality.

1.2.3 Proposals that score less than **70** out of **100** points for functionality will be eliminated from further consideration.

1.3 PRICE AND SPECIFIC GOALS STATUS LEVEL POINTS

1.3.1 All remaining bids will be evaluated as follows:

1.3.2 The **80/20** preference point system will be applied. Points for price and specific goals status will be awarded in accordance with the stipulations in the Preference Point Claim Form in terms of the Preferential Procurement Regulations, 2022.

1.3.3 If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining quotes.

1.3.4 The point scored for the specific goals status level for each acceptable bid will be added to the price point.

1.3.5 The Evaluation Committee will recommend that the contract be awarded to the bidder obtaining the highest points.

1.4 ADJUDICATION OF BID

1.4.1 The relevant award structure will consider the recommendations and make the final award. The successful bidder will usually be the service provider scoring the highest number of points.

SECTION B

This section must be completed and returned or supplied with bids as prescribed.

PRICING SCHEDULE

(Professional Services)

NAME OF Bidder: _____

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID

PAR NO DESCRIPTION

QUOTATION PRICE IN RSA CURRENCY

1 The accompanying information must be used for the formulation of proposals.

2 Respondents are required to indicate a ceiling price based on the total estimated time/fees for completion of all phases and including all expenses for the project. Check if this is right format for the service

Amount excluding VAT R _____

VAT @ 15% R _____

Total including VAT R _____

3 PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE, PERSONS WHO WILL BE INVOLVED IN THE PHASE, RATES APPLICABLE AND PERSON-DAYS TO BE SPENT (A BREAKDOWN MUST BE GIVEN FOR EACH PHASE).

3.1 Phase 1: Description _____

3.1.1	Person and position	Hourly rate excluding VAT	Daily rate excluding VAT	Person-days to be spent	Cost/person/phase excluding VAT
	_____	R _____	R _____	_____	R _____
	_____	R _____	R _____	_____	R _____
	_____	R _____	R _____	_____	R _____
				Amount for phase excluding VAT	R _____
				VAT @ 15%	R _____
				Total per phase including VAT	R _____

3.2 Phase 2: Description

3.2.1	Person and position	Hourly rate excluding VAT	Daily rate excluding VAT	Person-days to be spent	Cost/person/phase excluding VAT
		R	R		R
		R	R		R
		R	R		R
				Amount for phase excluding VAT	R
				VAT @ 15%	R
				Total per phase including VAT	R

3.3 Phase 3: Description

3.3.1	Person and position	Hourly rate excluding VAT	Daily rate excluding VAT	Person-days to be spent	Cost/person/phase excluding VAT
		R	R		R
		R	R		R
		R	R		R
				Amount for phase excluding VAT	R
				VAT @ 15%	R
				Total per phase including VAT	R

4 TRAVEL EXPENSES TO COVER ALL PHASES OF PROJECT (SPECIFY, FOR EXAMPLE RATE/KM AND TOTAL KM, CLASS OF AIR TRAVEL, ETC). ONLY ACTUAL COSTS ARE RECOVERABLE. PROOF OF THE EXPENSES INCURRED MUST ACCOMPANY CERTIFIED INVOICES.

4.1	Description of expense to be incurred	Rate	Quantity	Amount excluding VAT
	Travel (km)	R		R
	Car Hire (per day)	R		R
	Flights (economy)	R		R

		Amount excluding VAT	R
		VAT @ 15%	R
		Total including VAT	R

- 5 OTHER EXPENSES TO COVER ALL PHASES OF PROJECT (SPECIFY, E.G. THREE STAR HOTEL, BED AND BREAKFAST, TELEPHONE COST, REPRODUCTION COST, ETC). ON BASIS OF THESE PARTICULAR, CERTIFIED INVOICES WILL BE CHECKED FOR CORRECTNESS. PROOF OF THE EXPENSES MUST ACCOMPANY INVOICES.

5.1	Description of expense to be incurred	Rate	Quantity	Amount excluding VAT
	Accommodation (three star or equivalent)	R		R
	Meals (each)	R		R
	Per Diem (per day)	R		R
	Telephone costs (per unit)	R		R
	Reproduction costs (per page)	R		R
			Amount excluding VAT	R
			VAT @ 15%	R
			Total including VAT	R
6	Period required for commencement with project after acceptance of quotation.			
7	Estimated person-days for completion of the project.			
8	Are the rates quoted firm for the full period of the contract?			
9	If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.			

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.

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.

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

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

2. DEFINITIONS

- (a) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (b) **“lowest acceptable tenders”** means a tender that complies with all the specifications and conditions of tender that has lowest price compared to other tenders;
- (c) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (d) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (e) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;
- (f) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (g) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points must be awarded for specific goals stated in the tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)	Required documents as a means of verification.
Enterprises with ownership of 51% or more by person/s who are black person/s	8		- ID copies of company director/s - CSD report
Enterprises with ownership of 51% or more by person/s who are women	6		- ID copies of company director/s - CSD report
Enterprises with ownership of 51% or more by person/s who are youth	4		- ID copies of company director/s - CSD report
Enterprises with ownership of 51% or more by person/s with disability	2		- Medical certificate - CSD report
Rural	0		
SMME's	0		
Total points for specific goals	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

.....

4.4. Company registration number:

.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company

- ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.1, the contractor is be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

SPECIAL CONDITIONS OF BID AND CONTRACT

Return as Part 1

	SPECIAL CONDITIONS
1	GENERAL
1.1	The Bidder must clearly state if deviation from these special conditions are offered and the reason therefor. If an explanatory note is provided, the paragraph reference must be indicated in a supporting appendix to the application submission.
1.2	Should Bidders fail to indicate agreement/compliance or otherwise, RAL will assume that the Bidder is in compliance or agreement with the statement(s) as specified in this bid.
1.3	Bids not completed in this manner may be considered incomplete and rejected.
1.4	RAL shall not be liable for any expense incurred by the Bidder in the preparation and submission of a bid.
2	CANCELLATION OF PROCUREMENT PROCESS
2.1	This procurement process can be postponed or cancelled at any stage at the sole discretion of RAL provided that such cancellation or postponement takes place prior to entering into a contract with a specific service provider to which the bid relates.
3	BID SUBMISSION CONDITIONS, INSTRUCTION AND EVALUATION PROCESS/CRITERIA
3.1	Bid submission conditions and instructions as well as the evaluation process/criteria have been noted.
4	NEGOTIATION AND CONTRACTING
4.1	RAL have the right to enter into a negotiation with one or more Bidders regarding any terms and conditions, including price(s), of a proposed contract.
4.2	Under no circumstances will negotiation with any Bidders, including preferred Bidders, constitute an award ³ or promise/ undertaking to award the contract.
4.3	RAL shall not be obliged to accept the lowest or any bid, offer or proposal.
4.4	A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement (if applicable) signed by the designated responsible person of both parties. The designated responsible person of RAL is the CEO.
4.5	RAL also reserves the right to enter into one contract with a Bidder for all required functions or into more than one contract with different Bidders for different functions.

³ See GLOSSARY.

5	ACCESS TO INFORMATION
5.1	All bidders will be informed of the status of their bid once the procurement process has been completed.
5.2	Requests for information regarding the bid process will be dealt with in line with the RAL SCM Policy and relevant legislation.
6	REASONS FOR REJECTION
6.1	RAL shall reject a proposal for the award of a contract if the recommended Bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
6.2	The RAL may disregard the quote of any bidder if that bidder, or any of its directors: ☐ Have abused the SCM system of the RAL. ☐ Have committed proven fraud or any other improper conduct in relation to such system. ☐ Have failed to perform on any previous contract and the proof exists. Such actions shall be communicated to the National Treasury.
7	GENERAL CONDITIONS OF CONTRACT
7.1	The General Conditions of Contract must be accepted.
8	ADDITIONAL INFORMATION REQUIREMENTS
8.1	During evaluation of the bids, additional information may be requested in writing from Bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.
8.2	No additional information will be accepted from any individual Bidder without such information having been requested
9	CONFIDENTIALITY
9.1	The bid and all information in connection therewith shall be held in strict confidence by Bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.
10	INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT
10.1	Copyright of all documentation relating to this contract belongs to the client. The successful Bidder may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.
10.2	This paragraph shall survive termination of this contract.
11	NON-COMPLIANCE WITH DELIVERY TERMS

11.1	As soon as it becomes known to the contractor that he/she will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, RAL must be given immediate written notice to this effect. RAL reserves the right to implement remedies as provided for in the GCC.
12	WARRANTS
12.1	The Contractor warrants that it is able to conclude this Agreement to the satisfaction of RAL.
12.2	Although the contractor will be entitled to provide services to persons other than RAL, the contractor shall not without the prior written consent of RAL, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide Services.
13	PARTIES NOT AFFECTED BY WAIVER OR BREACHES
13.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.
13.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.
14	RETENTION
14.1	On termination of this agreement, the contractor shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to RAL.
14.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
15	FORMAT OF BIDS
15.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.
15.2	Bidders are to set out their proposal in the format prescribed hereunder. This means that the proposal must be structured in the parts noted below. <u>Information not submitted in the relevant part, may not be considered for evaluation purposes.</u>
15.3	Part 1: Special Conditions of Bid and Contract

15.3.1	Bidders must sign and return the Special Conditions of bid and Contract. Bids submitted without a completed Special Conditions of Bid form will be deemed to be non-responsive.
15.3.2	Recommended bidder who is not CSD compliant at the time of appointment must be notified in writing to comply within seven (7) working days.
15.4	Part 2: Bidder's Disclosure
15.4.1	Each party to the bid must complete and return the "Bidder's Disclosure". Bids submitted without a complete and signed Declaration of Interest will be deemed to be non-responsive.
15.5	Part 3: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
15.5.1	Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: (c) Price; and (d) Specific Goals. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
15.6	Part 4: Invitation to Bid
15.6.1	Bidders must complete, sign and return the full "Invitation to Bid" document. Bids submitted without a completed and signed Invitation to Bid will be deemed to be non-responsive.
15.7	Part 5: Pricing Schedule
15.7.1	Any budget amount that may be indicated in this document shall be deemed to be a guide only and Bidders are expected to submit a costing that is fair and reasonable.
15.7.2	All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed and must be returned as part of the submission. Bids submitted without a price or with an incomplete price, will be deemed to be non-responsive.
15.7.3	Rates for the first year of the contract must be firm and must be indicated in the formats prescribed. <u>All normal operating costs and out of pocket expenses such as photocopies, telephone calls, printing, travel, etc. must be covered in the rates quoted.</u>
15.7.4	A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.
15.7.5	

	Note 1: The cost of travel and accommodation for persons who are not part of the prospective contractor's team should not be included. These costs will be borne by the Client.
	Note 2: No handling fee on disbursements will be considered
	☐ VAT: Value Added Tax must be included and shown separately.
15.8	Part 6: Team details
15.8.1	In this part that must be returned as part of the submission, Bidders must provide details of the team named in the previous part.
15.8.2	For each team member there must be:
	☐ A complete curriculum vitae confirming suitability for the position. A format is provided as a guideline only for the compilation of the CVs.
15.9	Part 7: Experience in this field
15.9.1	Bidders should provide in this part, and return as part the submission, at least the following information.
	☐ Details of contracts for similar work.
	☐ Contact details of a maximum of 3 organisations for which work was done.

I/we herewith accept all the above-mentioned special conditions of the bid. If I/we do consider a deviation therefrom, I have noted those as per the instruction in paragraph 1 (General) above.

Name of applicant: _____

Signature of applicant: _____

Date: _____