

CHECKLIST OF DOCUMENTS TO BE SUBMITTED - NCPT/02/2024/25				
CHECKLIST FOR BIDDERS		TICK		
		Yes	N/A	No
COMPLIANCE WITH MANDATORY REQUIREMENTS				
All forms completed, duly signed				
SBD 1: Invitation to Bid and Total Bid Price				
Registration on Central Supplier Database (CSD)				
Membership confirmation letter with Institute of Internal Auditors(IIA) of project manager in the company who will be responsible for the NCPT contract				
Membership confirmation letter as proof of qualified Certified Internal Auditor, for at least one member of the team who will be responsible for the NCPT contract				
Detailed Pricing Schedule (Annexure A) (Total should be the same as Total Bid Price on SBD1)				
COMPLIANCE WITH ADMINISTRATIVE REQUIREMENTS				
Tax Status Tax Clearing Certificate the Central Supplier Database (CSD) verification as well as SARS e-filing verification outcome will take precedence.				
SBD 4: Declaration of interest				
SBD 6.1: Preference Points Claim form				
SBD 7.2 : Contract Form				
FUNCTIONALITY CRITERIA REQUIREMENTS (Gate 2 on pg 12-14)				
Proposed methodology to execute the project				
Team Capacity				
Written trade references				
Competencies and Knowledge				

Request for Proposals for the Appointment of an Internal Audit Service Provider to service the Northern Cape Listed Public Entities for the period of 3 years.



NCPT

Northern Cape Provincial Government
PROVINCIAL TREASURY

Request for Proposals for the Appointment of an Internal Audit Service provider to service the Northern Cape Listed Public Entities for the period of 3 years.

NCPT/02/2024/25

Closing date and time:

13 December 2024 at 11:00

Bid Validity Period: 120 days

SUBMISSION OF TENDERS
E-Submission

Website:

<https://www.etenders.gov.za>

Request for Proposals for the Appointment of an Internal Audit Service Provider to service the Northern Cape Listed Public Entities for the period of 3 years.

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1. INTRODUCTION

The Northern Cape Provincial Treasury (NCPT) was established in terms of section 17(1) of the Public Finance Management Act (No. 1 of 1999). The NCPT seeks to appoint a competent service provider to provide Internal Audit services for Listed Public Entities in the province for a period of 3 years (2025/26, 2026/27 and 2027/28).

The NCPT will determine which service provider ("bidder"), if any, is appointed in response to this request for submission of proposals and reserves the right not to appoint the highest scoring bidder based on sound justification in line with the Preferential Procurement Policy Regulation (2022).

Rendering of Internal Audit services is compulsory in terms of the Public Finance Management Act, section 38(1)(a) and section 51(1)(a). The provincial shared Internal Audit (IA) unit is responsible for delivering services to the 11 provincial departments as well as the listed public entities. The IA unit's organogram accommodates for the provision of service to the departments, but not the entities. Subsequently, a service provider has been contracted in the past to perform Internal Audit functions for the entities.

The listed public entities to be serviced are:

- Northern Cape Economic Development, Trade and Investment Promotion Agency (NCEDA)
- Northern Cape Gambling and Liquor board (NCG/LB)
- McGregor Museum

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

NCPT requires the service provider to provide internal audit services to listed public entities in the province for a period of 3 years (2025/26, 2026/27 and 2027/28).

NCPT reserves the right to accept part or the whole proposal as presented by prospective bidders.

3. LEGISLATIVE FRAMEWORK OF THE BID

This RFP has been prepared in accordance with Public Finance Management Act, 1999 (Act, No.1 of 1999) and its Regulations, and all relevant procurement legislation. If there is contradiction with these legislation, the ACT will prevail.

3.1 Tax Legislation

- 3.1.1 Bidder(s) must be tax compliant at the time of awarding the bid. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements must have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

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- 3.1.2 The Tax Compliance status requirements are also applicable to foreign bidder(s) /individuals who wish to submit bids.
- 3.1.3 It is a requirement that bidder(s) grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 3.1.4 Bidder(s) are required to be registered on the Central Supplier Database (CSD) and the NCPT shall verify the bidder's tax compliance status through the Central Supplier Database.
- 3.1.5 Where consortia /joint ventures /sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

3.2 Procurement Legislation

- 3.2.1 NCPT has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act (No. 1 of 1999), the Preferential Procurement Policy Framework Act (PPPFA) (No.5 of 2000) and the Preferential Procurement Regulations of 2022, the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) and the Reconstruction and Development Programme (RDP) as published in the Government Gazette No. 16085 dated 23 November 1994.
- 3.2.2 In line with the Preferential Procurement Regulation of 2022, NCPT will hereby use specific goals determined by the department to advance the objectives of the department. All tenders will be evaluated in accordance with the specific goals.

3.3 Technical Legislation and/or Standards

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

4. TENDER PROCESS

All bids must be submitted online on the **e-tender portal** at www.etenders.gov.za. Bids submitted via email or hand delivered will not be accepted. The link to the guide for online bid submission is <https://youtu.be/B7pNseNJYHM>. Clarity seeking questions can be uploaded on **e-tender portal** from 22 November 2024 to 29 November 2024. Only written clarity seeking questions received at the specified date will be responded to on the e-tender portal. No briefing session will be held for this tender. Written responses to all questions will be uploaded on the e- tender portal to all prospective bidders by the 3 December 2024.

4.1 TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers is 120 days. The project timeframes of this bid are set out below:

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Activity	Due Date
Advertisement of bid www.etenders.gov.za	22 November 2024
Clarity seeking questions	22 November 2024 to 29 November 2024
Answers to clarity seeking questions	3 December 2024
Bid closing date	13 December 2024 at 11:00
Bid Functionality Committee	8 January to 9 January 2025
Bid Evaluation Committee	21 January to 22 January 2025
Bid Adjudication Committee	3 February to 4 February 2025

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

Any time or date in this bid is subject to change at the NCPT's discretion. The establishment of time or date in this bid does not create an obligation on the part of NCPT to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if NCPT extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

5. CONTACT AND COMMUNICATION

- 5.1.** The bidder(s) must make all enquiries in writing to JBoane@ncpg.gov.za. The delegated office of the NCPT may communicate with bidder(s) for any clarity regarding the bid proposal.
- 5.2.** Any communication to an official or a person acting in an advisory capacity for the NCPT in respect of the bid between the closing date and the awarding of the bid by the bidder(s) is discouraged.
- 5.3.** All communication between the bidder(s) and the NCPT must be done in writing.
- 5.4.** Whilst all due care has been taken in preparation of this bid, the NCPT makes no representations or warranties that the content of the bid or any information communicated to or provided to bidder(s) during the bidding process is, or will be, accurate, current or complete. The NCPT and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 5.5.** If bidder(s) finds or reasonably believes they found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NCPT (other than minor clerical matters), the bidder(s) must promptly notify the NCPT in writing to JBoane@ncpg.gov.za of such discrepancy, ambiguity, error or inconsistency in

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5.6. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by NCPT that is considered material by NCPT will, if possible, be corrected and provided to all Bidder(s) registered at the time.

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

6. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

7. COUNTER CONDITIONS

Bidder(s)' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidder(s) or qualifying any bid conditions will result in the invalidation of such bids.

8. FRONTING

8.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemns any form of fronting.

8.2. The Government, in ensuring that bidder(s) conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition, be established during such enquiry/investigation, the onus will be on the bidder/ contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the NCPT may have against the bidder/contractor concerned.

9. SUPPLIER DUE DILIGENCE

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

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10. SUBMISSION OF PROPOSALS

- 10.1.** Should more than one submission be received from a bidder(s), only the last submission received will be considered by the department.
- 10.2.** Bid documents will only be considered if received before the closing date and time.
- 10.3.** Bidders are required to initial each page of the tender document on the bottom right hand corner.

The documents should be labelled and submitted in the following format:

FILE
1. Mandatory requirements (Gate 1)
2. Administrative requirements
3. Functionality evaluation criteria (Gate 2)
4. Price and specific goal evaluation (Gate 3)

11 PRESENTATION / DEMONSTRATION

The NCPT reserves the right to request presentations/demonstrations from the short-listed bidder(s) as part of the bid evaluation process.

12 DURATION OF THE CONTRACT

The successful bidder will be appointed to provide Internal Audit Services to the listed public entities for the period of 3 years (2025/26, 2026/27 and 2027/28).

13 SCOPE OF WORK

13.1 Prepare, in consultation with and for approval by the Audit Committee (AC):

- a three-year rolling strategic internal audit plan for the relevant years (2025/26, 2026/27 and 2027/28) based on its assessment of key areas of risk for the listed public entities, having regard to its current operations, those proposed in its strategic plan and its risk management strategy;
- an annual internal audit plan for each of the relevant years (2025/26, 2026/27 and 2027/28);
- plans indicating the proposed scope of each audit in the annual internal audit plan; and
- a quarterly report to the Audit Committee detailing its performance against the annual internal audit plan, to allow effective monitoring and possible intervention.

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- Assess the operational procedure and monitoring mechanisms over all transfers made and received, including transfers in terms of the annual Division of Revenue Act (if applicable).
 - Report directly to the accounting authority and attend and report at all Audit Committee meetings.
 - Co-ordinate with other internal and external providers of assurance to ensure proper coverage and to minimise duplication of effort.
 - Assist the accounting authority in maintaining efficient and effective controls by evaluating those controls to determine their effectiveness and efficiency, and by developing recommendations for enhancement or improvement. The controls subject to evaluation should encompass the following:
 - the information systems environment;
 - the reliability and integrity of financial and operational information;
 - the effectiveness of operations;
 - safeguarding of assets; and
 - compliance with laws, regulations and controls.
- 13.2 Assist the accounting authority in achieving the objectives of the institution by evaluating and developing recommendations for the enhancement or improvement of the processes through which:
- objectives and values are established and communicated;
 - the accomplishment of objectives is monitored;
 - accountability is ensured; and
 - corporate values are preserved.
- 13.3 Perform risk based internal audit reviews in terms of the approved audit plan for the relevant financial years for the 3-year period (2025/26, 2026/27 and 2027/28).
- 13.4 Conduct audits in accordance with the standards set by the Institute of Internal Auditors (IIA).
- 13.5 Communicate audit findings to management and ensure that they are fully aware of the implications of the institution's operations.
- 13.6 Provide final reports with recommendations to management.
- 13.7 The service provider must acquire and maintain the same version of Team Mate Software that NCPT is using at the cost of the service provider. Due to NCPT having purchased the relevant software and been using it, it is important that the service provider use the same to ensure compatibility and continuity.
- 13.8 Provide input at the Audit Committee meetings, where necessary, and attend Audit Committee meetings in line with the Audit Committee Charter.

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- 13.9 Perform the following Audit Committee secretariat functions for the entities' Audit Committee meetings:
- capture minutes and matters arising of the meetings;
 - compile the quarterly draft Audit Committee report based on the minutes of the meeting.
 - compile the AC section for inclusion in the annual report of the relevant entity.
 - compile the annual control report for the relevant entity.
- 13.10 Perform any ad-hoc and specialist services/ audits as and when requested.
- 13.11 Provide on-the-job training, mentorship and skills development to the current internal audit staff as and when necessary.
- 13.12 Provide monthly feedback to the NCPT on progress with the internal audit service contract.
- 13.13 Conduct audits on Teammate software and provide progress quarterly to NCPT. Copies of the finalised files should be transferred to NCPT for quality and safekeeping purposes.
- 13.14 Reconcile invoices and internal audit reports issued to public entities with the aim of quantifying the cost per entity for disclosure purposes in the entities' financial statements.
- 13.15 Provide a monthly progress report to NCPT internal audit on work performed before the 7th of the following month.
- 13.16 Hours and activity allocation requirements allocated per entity per year are as follows:

Entity	Hours 2025/26	Hours 2026/27	Hours 2027/28	Total
NCEDA	1200	1200	1200	3600
NCG/LB	300	300	300	900
McGregor Museum	300	300	300	900
Total	1800	1800	1800	5400

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The activities to be performed will be as per the internal audit plan that is approved by the Audit Committee. However, as an estimate, the activity allocation is:

Activity	% Allocation
Risk management	15
Governance	15
Internal control	55
Reporting to Audit Committee and management; performing Audit Committee secretariat functions	10
Compilation of internal audit plans and three-year rolling strategic internal audit plans	5
Total	100

In the event that entities merge, then the hours will be combined and the internal audit service will continue. In the event that an entity is delisted, then NCPT reserve the right to either stop all the remaining hours and activities or allocate it to a different listed public entity. The performance of the internal audit service will be measured by the percentage achievement of the internal audit plan.

14 PRICE SCHEDULE (SEE ATTACHED ANNEXURE A)

This section of the specification must be completed by all bidder(s) as failure to comply shall lead to disqualification.

- All offers must include VAT, if the bidder is eligible for VAT verifiable by a unique VAT number.
- All prices must be in South African Currency (Rand).

15 EVALUATION AND SELECTION CRITERIA

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

Mandatory requirements (Gate 1)	Functionality Evaluation Criteria (Gate 2)	Price and Specific goals (Gate 3)
Bidder(s) should submit all documents as outlined in 15.1 to proceed to Gate 2.	Bidder(s) are required to achieve a minimum of 70 points out of 100 to proceed to Gate 3	Bidder(s) will be assessed on price and Specific goals.

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15.1 Gate 1: Mandatory Requirements

Without limiting the generality of the NCPT's other critical requirements for this bid, prospective bidder(s) should submit the documents listed in the table below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s).

During this phase, bidder(s)' responses will be evaluated based on compliance with the listed mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission of any of the documents.

Document that must be submitted	Non-submission will result in disqualification	
a. Invitation to Bid- SBD 1	YES	Complete and sign the supplied pro forma document.
b. Registration on Central Supplier Database (CSD)	YES	Bidders must be registered as a service provider on the 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. Submit proof of registration and CSD Master Registration Number (MAAA number).
c. Membership confirmation letter with Institute of Internal Auditors (IIA) of project manager in the company who will be responsible for the NCPT contract.	YES	Project manager responsible for the NCPT contract must be registered with the Institute of Internal Auditors.
d. Membership confirmation letter as proof of qualified Certified Internal Auditor, for at least one member of the team who will be responsible for the NCPT contract.	YES	At least one team member responsible for the NCPT contract must be a Certified Internal Auditor.
e. Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A in a separate envelope(Total should be the same as Total Bid Price on SBD1)

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ADMINISTRATIVE REQUIREMENTS- The following administrative requirements should be complied with

f. Tax Status	In the event where the Bidder submits a hard copy of the Tax Clearance Certificate or SARS PIN, the CSD verification as well as SARS e-filing verification outcome will take precedence. At award, the successful bidder must be tax compliant on CSD and/ or SARS e filing.
g. Declaration of Interest – SBD 4	Complete and sign the supplied pro forma document.
h. Preference points claim form – SBD 6.1	Bidder(s) are required to prove the specific goal by providing the department with required documents.
i. Contract Form – Rendering of services - SBD 7.2	Bidder undertake to render services described in the attached bidding documents.

15.2 Gate 2: Functionality Evaluation Criteria = 100 points

All bidder(s) are required to respond to the functionality evaluation criteria scorecard as indicated below. Only bidder(s) that have met mandatory requirements (Gate 1) will be evaluated in Gate 2 for functionality.

A bidder that scores less **than 70%** for functionality will be regarded as non-responsive and will be disqualified. All bidder(s) who receive 70% and more for functionality will be further evaluated on points for price and specific goals.

The criteria that will be considered for determining functionality include:

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
Proposed methodology to execute the project	<ul style="list-style-type: none"> • Project schedule linked to time frames • Details of deliverables • Communication and reporting methodology • Existing Internal audit methodology aligned to Internal Audit Standards with specific reference to implementation of the latest Internal Audit Standards from 1 January 2025 • Provision of Internal Audit 	35

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	<p>project files to support internal audit reports issued with specific reference to implementation of the latest internal audit standards from 1 January 2025</p> <ul style="list-style-type: none"> • Transfer of skills specifically relating to internal auditing of listed public entities 	
Team capacity	<ul style="list-style-type: none"> • Team members should have the necessary skills, qualifications and experience to perform the internal audit duties in the public sector and presenting at Audit Committee meetings. • Brief resume indicating experience and qualifications of team members to be submitted • Registration of other team members at the Institute of Internal Auditors • Other team members qualified as Certified Internal Auditor. • Junior team members should be busy with articles or internal audit learnership at an auditing/accounting/internal auditing firm OR have completed articles/learnership in the field of internal/external auditing. • Management members of the team should have completed articles/learnership at an auditing/accounting//internal auditing firm and relevant completed qualification in internal or external auditing. Proven track record of skills in the environment of internal auditing. 	30

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	<ul style="list-style-type: none"> Management members should atleast have 5 or more years in auditing experience(internal or external) 	
Written Trade References	<ul style="list-style-type: none"> Experience of the service provider to undertake the scope of work involved with a brief description of past and present projects. Minimum of 2 written trade references for Public Sector to be submitted. 	15
Competencies and Knowledge	<ul style="list-style-type: none"> Knowledge of PFMA, Treasury Regulations and GRAP basis of Accounting Knowledge of Internal Audit Standards- with specific reference to implementation of the latest Internal Audit standards from 1 January 2025. Knowledge of Legislative Requirements for Public Entities Other relevant policies/procedures/ legislation 	20
TOTAL		100

15.3 Gate 3: Price and Specific Goals Evaluation (80+20) = 100 points

Evaluation of price (80) points and Specific Goal (20)

Only Bidders that have met the 70 points threshold in functionality criteria will be evaluated on points for price and Specific Goal. Price and Specific goal will be evaluated as follows:

SPECIFIC GOAL	PERCENTAGE	SCORE
RACE	100 % BLACK OWNED COMPANY	4
	50%-99% BLACK OWNED COMPANY	3
	LESS THAN 50% BLACK OWNED COMPANY	0
GENDER	100 % FEMALE OWNED COMPANY	4
	50%-99% FEMALE OWNED COMPANY	3

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	LESS THAN 50% FEMALE OWNED COMPANY	0
YOUTH(18-35 years)	100 % YOUTH OWNED COMPANY	4
	50%-99% YOUTH OWNED COMPANY	3
	LESS THAN 50% YOUTH OWNED COMPANY	0
DISABILITY	100% DISABILITY OWNED COMPANY	4
	50%-99% DISABILITY OWNED COMPANY	3
	LESS THAN 50% DISABILITY OWNED COMPANY	0
LOCALITY	100% COMPANY BASED IN NORTHERN CAPE	4
	COMPANY NOT BASED IN NORTHERN CAPE	0

Stage 1 – Price Evaluation (80 Points)

Criteria	Specific Goal Allocation
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	20

The following formula will be used to calculate the points for price:

Where

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

Stage 2 – Specific Goal (20 Points)

Specific Goal Points allocation

Specific goals points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1);
- Medical Report issued by the Specialist (if claiming for disability); and
- Locality: Company to submit proof of address
- CSD will be used to confirm and allocate other points for specific points.

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16 GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon

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

17 SERVICE LEVEL AGREEMENT

Upon award, the NCPT and the successful bidder will conclude a Service Level Agreement (SLA) regulating the specific terms and conditions applicable to the services being procured by the NCPT.

18 SPECIAL CONDITIONS OF THIS BID

The NCPT reserves the right:

- a. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price, without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c. To accept part of a tender rather than the whole tender.
- d. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- e. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- f. To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- g. Award to multiple bidder(s) based either on size or geographic considerations.

19 REQUIRED DECLARATIONS FROM BIDDER(S)

In the bidder's technical response, bidder(s) are required to declare the following:
Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the NCPT;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

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- c. Act with circumspection and treat the NCPT fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the NCPT;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of the NCPT as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from the NCPT will not be used or disclosed unless the written consent of the client has been obtained to do so.

20 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

- i. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- j. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- k. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of NCPT's officers, directors, employees, advisors or other representatives;
- l. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- m. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- n. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- o. has in the past engaged in any matter referred to above; or

Request for Proposals for the Appointment of an Internal Audit Service Provider to service the Northern Cape Listed Public Entities for the period of 3 years.

- p. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

21 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

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

22 PREPARATION COSTS

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

23 INDEMNITY

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

24 PRECEDENCE

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

Request for Proposals for the Appointment of an Internal Audit Service Provider to service the Northern Cape Listed Public Entities for the period of 3 years.

25 LIMITATION OF LIABILITY

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

26 TAX COMPLIANCE

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

27 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

28 GOVERNING LAW

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

29 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

30 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with NCPT's examination and evaluation of a Tender.

Request for proposals for the appointment of an Internal Audit Service provider to service the Northern Cape Listed Public Entities for the period of 3 years.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by NCPT remain proprietary to NCPT and must be promptly returned to NCPT upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure NCPT's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

31 NCPT PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any NCPT proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s)

32 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (**NCPT/02/2024/25**) the NCPT may terminate the agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure; provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

APPROVED BY:


DR. M GASELA
HEAD OF DEPARTMENT



NCPT

Northern Cape Provincial Government

NORTHERN CAPE PROVINCIAL TREASURY

NOORD KAAP PROVINSIALE TESOURIE

LEFAPHA LA MATLOTLO LA KAPA BOKONE

ISEBE LEZEMALI LOMNTLA KOLONI

Metliffe Towers Building
Private Bag X5054
KIMBERLEY
8300
Tel: 053 - 830 8200

Metliffe Towers Building
Cnr. Knight & Stead Street
Market Square
KIMBERLEY
8300

ANNEXURE A

NB: Use black ink to complete the information applicable to the specific required price schedule

CLOSING DATE & TIME: 13 DECEMBER 2024 AT 11H00

NCPT/02/2024/25: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF AN INTERNAL AUDIT SERVICE PROVIDER TO SERVICE THE NORTHERN CAPE LISTED PUBLIC ENTITIES FOR THE PERIOD OF 3 YEARS

NCEDA (3600 HOURS FOR 3 YEARS)											
1	Project Team	Hourly Rate Yr 1	Hours 2025/26 12 months	Costs for Y1	Hourly Rate Yr 2	Hours 2026/27 12 months	Costs for Y2	Hourly Rate Yr 3	Hours 2027/28 12 Months	Costs for Y3	Total Cost FOR 3 YEARS (A+B+C)
	Director/Seni or Manager			A			B			C	
	Manager										
	Assistant Manager										
	Auditor										
	TOTAL		1200	R		1200	R		1200	R	

GAMBLING AND LIQUOR BOARD (900 HOURS FOR 3 YEARS)											
2	Project Team	Hourly Rate Yr 1	Hours 2025/26 12 months	Costs for Y1 A	Hourly Rate Yr 2	Hours 2026/27 12 months	Costs for Y2 B	Hourly Rate Yr 3 (Yr2 x 1.045)	Hours 2027/28 12 Months	Costs for Y3 C	Total Cost FOR 3 YEARS (A+B+C)
	Director/Seni or Manager										
	Assistant Manager										
	Auditor										
	TOTAL		300	R		300	R		300	R	

MCGREGOR MUSEUM (900 HOURS FOR 3 YEARS)											
3	Project Team	Hourly Rate Yr 1	Hours 2025/26 12 months	Costs for Y1 A	Hourly Rate Yr 2	Hours 2026/27 12 months	Costs for Y2 B	Hourly Rate Yr 3	Hours 2027/28 12 Months	Costs for Y3 C	Total Cost FOR 3 YEARS (A+B+C)
	Director/Seni or Manager										
	Assistant Manager										
	Auditor										
	TOTAL		300	R		300	R			300	R

SUMMARY OF THE TOTAL COST:

TOTAL COST PER FOR 3 YEARS:2025-2028		AMOUNT
TOTAL COST YEAR 1: 2025/26 (12 MONTHS)		R.....
TOTAL COST YEAR 2: 2026/27 (12 MONTHS)		R.....
TOTAL COST YEAR 3: 2027/28 (12 MONTHS)		R.....
TOTAL BID PRICE (INCLUSIVE OF VAT) (SHOULD REFLECT ON SBD1 FORM)		R.....

SIGNATURE

SURNAME & INITIALS

DATE

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTHERN CAPE PROVINCIAL TREASURY					
BID NUMBER:	NCPT/02/2024/25	CLOSING DATE:	13 DECEMBER 2024	CLOSING TIME:	11H00
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF INTERNAL AUDIT SERVICE PROVIDER TO SERVICE THE NORTHERN CAPE LISTED PUBLIC ENTITIES FOR THE PERIOD OF 3 YEARS				
BID RESPONSE DOCUMENTS MAY BE DOWNLOADED AND UPLOADED(SUBMITTED) ON THE E-TENDER PORTAL					
WWW.ETENDERS.GOV.ZA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	JULIA BOANE		CONTACT PERSON	LESEGO MOREO	
TELEPHONE NUMBER	066 210 3873		TELEPHONE NUMBER	082 858 1818	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	N/A		E-MAIL ADDRESS	N/A	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: NCPT/02/2024/25

CLOSING TIME 11:00

CLOSING DATE 13 DECEMBER 2024 ..

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	R.....
	R.....
	R.....
	R.....
	R.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	R..... days
	R..... days
	R..... days
	R..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
 R.....
 R.....
 R.....
 R.....
		TOTAL: R.....	

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

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

for technical information –

NAME OF CONTACT PERSON: **LESEGO MOREO:**

Tel: **082 858 1818**

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

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender		Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RACE	100 % BLACK OWNED COMPANY			4	
	50%-99% BLACK OWNED COMPANY			3	

	LESS THAN 50% BLACK OWNED COMPANY	0
GENDER	100 % FEMALE OWNED COMPANY	4
	50%-99% FEMALE OWNED COMPANY	3
	LESS THAN 50% FEMALE OWNED COMPANY	0
YOUTH(18-35 years)	100 % YOUTH OWNED COMPANY	4
	50%-99% YOUTH OWNED COMPANY	3
	LESS THAN 50% YOUTH OWNED COMPANY	0
DISABILITY	100% DISABILITY OWNED COMPANY	4
	50%-99% DISABILITY OWNED COMPANY	3
	LESS THAN 50% DISABILITY OWNED COMPANY	0
LOCALITY	100% COMPANY BASED IN NORTHERN CAPE	4
	COMPANY NOT BASED IN NORTHERN CAPE	0

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) **Northern Cape Provincial Treasury** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **NCPT/02/2024/25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>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</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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