



destea

department of
economic, small business development,
tourism and environmental affairs
FREE STATE PROVINCE

PROPOSAL NUMBER: RFP02/2022/23

PROPOSAL DOCUMENTATION

REQUEST FOR PROPOSALS TO APPOINT A SUITABLE/CREDIBLE SERVICE PROVIDER/S ASSESSMENT OF POSSIBLE FRUITLESS AND WASTEFUL EXPENDITURE RELATED TO INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF DESTEA.

BACKGROUND AND OVERALL OBJECTIVE OF PROJECT

1. INTRODUCTION AND BACKGROUND

The external audit findings related to fruitless and wasteful expenditure at the DESTEA require intervention in terms of the PFMA, Act 1 of 1999, as amended

DESTEA determined that to be able to effectively address the external audit findings on fruitless and wasteful expenditure, external capacity is needed in dealing with the matter.

The main issues to address are the determination of possible losses incurred.

2. PURPOSE OF THE ASSIGNMENT

The purpose of this assignment is to support the department to effectively assess the cases of fruitless and wasteful expenditure investigations.

3. KEY ACTIVITIES

The main activities entail the following:

- a) Investigation of fruitless and wasteful expenditure cases on infrastructure projects reported in the current and prior financial years;
- b) Determination of possible losses incurred with regard to fruitless and wasteful expenditure.
- c) Transfer skills as well as improvement of existing control measures to prevent fruitless and wasteful expenditure and measures to enhance consequence management.

4. SERVICE PROVIDERS REQUIRED

The service providers must be results-driven and should be able handle the pressures of the assignment. They should be fluent in written and oral English and must be computer literate and have excellent technical writing skills. More specifically, the assignment team leader and staff must be a firm of auditors who in addition to formal audit knowledge must have at least the following:

- Quantity surveying qualification registered with the relevant council.
- Electrical engineering qualification registered with the relevant council
- Structural and civil engineering qualification registered with engineering council.

- Extensive knowledge and experience of public sector PFMA, Treasury Regulations, Public Service Regulations, Public sector reforms specifically in the field Supply Chain Management, internal control systems as well as the Modified Cash Standard (MCS), Accounting Manual for DESTEA related to fruitless and wasteful expenditure, National housing codes, National building regulations and SANS
- In addition to the CVs to be attached, it is compulsory for the CV template (Annexure B) to be completed.

5. DURATION AND LOCATION

The assignment will be executed over a period of 3 months, starting indicatively from the date of appointment. The service providers will be expected to work on a full-time basis at the headquarters of the department, during this period.

It is envisaged that procurement processes will be completed within three (3) months after the appointment and the successful service provider/s be informed.

6. PROJECT MANAGEMENT ISSUES

Project Management support will be provided by the Infrastructure and Finance units of DESTEA and possibly the AGSA, which has the important mandate to audit the financial reports of the department

7. STEERING COMMITTEE

A dedicated Steering Committee will provide strategic guidance, support, monitoring and oversight. This Steering Committee will comprise representatives from the DESTEA, appointed service provider and possibly the AGSA. The Steering Committee will meet on a bi-weekly basis to review the progress reports:

8. SCOPE OF WORK

DESTEA invites proposals to effectively address this assignment which includes:

- a) Finalisation of fruitless and wasteful expenditure identified on the infrastructure projects reported in the current and prior financial years for the DESTEA

This will include:

- i. Reviewing and confirmation of the work done on infrastructure projects
- ii. Review and analyse the information included in the file per case to determine completeness of information and make a summary of any outstanding information to be obtained by the department;

- iii. Updating of the relevant department's fruitless and wasteful expenditure register in consultation with the department based on the results of the assessment;
 - iv. The determination if the fruitless and wasteful expenditure arose from fraudulent, corrupt and criminal activities or actions that deprived the state of value for money and may result in the institution of a civil claim against a third party. In such case determine the impact of the infraction and likelihood of someone being liable in law. Follow steps in Chapters 4, 9 and 12 of the Treasury Regulations. Recommend disciplinary steps /criminal proceedings to be taken
 - v. Keep a separate summary if case relates to a contract or partial payment and determine the full scope of fruitless and wasteful expenditure for the current financial year. Determine if full scope is recorded in the fruitless and wasteful expenditure register. Also indicate clearly if there are future commitments that will still result in fruitless and wasteful expenditure as well as possible remedial actions to limit future fruitless and wasteful expenditure;
 - vi. Prepare a summary of root causes and determine if existing control measures are sufficient and recommend further control measures and actions to be taken to address non-compliance.
 - vii. Furthermore also determine if there are specific suppliers and staff which are repeated in fruitless and wasteful expenditure incurred.
 - viii. Add all additional information obtained to finalise investigation to relevant case files.
 - ix. Preparation and drafting of relevant correspondence based on the results of i and iii above;
 - x. Indicate if a detail investigation is required with regard to paragraph i above and clearly state the purpose of such investigation;
- b) Transfer of the following skills related to the affected officials:
- ✓ Identification of fruitless and wasteful expenditure on infrastructure projects,
 - ✓ Completeness of fruitless and wasteful expenditure on infrastructure projects,
 - ✓ Reporting of fruitless and wasteful expenditure on infrastructure projects, and
 - ✓ investigation of fruitless and wasteful expenditure on infrastructure projects
- c) Investigations
- I. Analyze and determine the nature of the investigation to be conducted with relevant evidence.
 - II. Provide written recommendations based on the outcomes of the investigations
 - III. Prepare a summary of the root cause of fruitless and wasteful expenditure related to the implementation of maintenance and refurbishment at the Resorts and Reserves.
 - IV. Report on structural integrity investigation, value for money and the amount of loss
 - V. Determine if someone is liable in law

- VI. Preparation and drafting of relevant correspondence based on the results of above
- VII. Determination if the fruitless and wasteful expenditure arose from fraudulent, corrupt and criminal activities or actions that deprived the state of value for money and may result in the institution of a civil claim against a third party.

The work will be done on the projects listed on the attached “**ANNEXURE A**”

9. ADDITIONAL INFORMATION RELATED TO THE SCOPE OF WORK

- 9.1 The department will be responsible to provide all required documentation within 5 working days from request and arrange for the availability of relevant staff member where consultation is required.
- 9.2 The department must provide feedback on the input/reports of the successful service provider within the timeframes that will be stipulated in a separate SLA to be signed.

10. CONTENTS OF THE PROJECT PROPOSAL

- 10.1 A clear and concise project proposal covering aspect listed below is required to clearly indicate the ability to perform the activities as indicated in the scope of services required:
 - 10.1.1 An executive summary
 - 10.1.2 A project plan indicating resource allocation with timeframes for activity.
 - 10.1.3 The proposed methodology should detail the processes for the Department. The methodology should also indicate the project milestones that will be used to measure the project progress.
 - 10.1.4 The names and CV's containing detailed information on relevant experiences of each resource who will be directly contributing to the project, and their roles. (Annexure B) to be completed.
 - 10.1.5 Evidential and documentary proof of professional qualification, registration and affiliation.
 - 10.1.6 Any shortcomings in the project specifications, how these ought to be addressed and the cost implication thereof.
 - 10.1.7 All-inclusive costing model with a detail breakdown per scope/ Department per activity.
 - 10.1.7.1 Costing per file to **review completeness** of files to continue with investigations.
 - 10.1.7.2 In addition to 10.1.7.1, Cost per case to **perform the investigation (only cases that are investigated)**. This must be broken down into the following:
 - **EARMARKED FUNDS: MAINTENANCE AND REFURBISHMENTS OF INFRASTRUCTURE AT THE RESORTS AND RESERVES**
 - **OVERPAYMENT OF PROFESSIONAL SERVICE PROVIDERS**
 - **OVERPAYMENT OF CONTRACTORS**
 - **LIMITATION ON OCCURRENCE OF EXPENDITURE**

➤ **DELIVERABLES PAID FOR BUT NOT DONE ONSITE**

10.1.8 The following technical information must be submitted with the proposal(additional to paragraph

- Organizational, managerial and technical ability (company profile)
- Technical and legal assistance
- At least three relevant client References related to relevant projects in public service;
- Skills and experience related to functions listed under paragraph 8 above;
- Relevant competence and capability

11. REPORTING AND ACCOUNTABILITY

11.1 During the execution of the project, the expert/s must submit bi-weekly progress reports and attend meetings at intervals as determined by the Steering Committee.

11.2 All electronic and hard copy information captured/utilized to provide the output of the project remains the property of the DESTEA and relevant department, and it cannot be used or shared, whether for profit or otherwise with any other party, without written permission from DESTEA.

11.3 DESTEA will retain copyright and all associated intellectual rights.

12 PROJECT MANAGEMENT WITHIN THE DEPARTMENT

12.1 This project will be facilitated by a Steering committee consisting of officials from DESTEA, or/ and any other person/s appointed by DESTEA.

12.2 The Steering Committee will require bi-weekly progress reporting in a format suitable for extracting information as required. However ad-hoc reports may also be required on a need basis.

12.3 The service provider will prepare and agree with the Steering Committee on a detailed work plan for the duration of the contract. This shall be the basis for the monitoring of performance and achievements. Performance reviews will be held bi-weekly.

12.4 The client reserves the right to terminate the services if performance is judged to be unsatisfactory at the end of these review intervals.

12.5 A draft closure report will be submitted prior to the completion date of the contract to allow comprehensive inputs to support the finalization and actual closure of the project.

12.6 A final closure report to be submitted on completion of the project.

12.7 All reports should be provided in digital and printed copy.

13 EVALUATION CRITERION

13.1 Stage 1: Prequalifying Criteria

13.1.1 BBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017)

13.1.2 An EME or QSE (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017);

13.2 Stage 2: Functionality Criteria

13.2.1 The proposals will be evaluated on functionality, whereby potential service providers are **expected to score minimum points of 75 out of 100 for functionality**. Failure to score the required minimum requirements then the bidder will be disqualified.

13.3 Stage 3: Preference Points System

13.3.3 Proposals will then be evaluated using an a 80 /20 preference points system, as the anticipated project cost for the request for proposal is in excess of R1000 000.00 rand and below R50 000 000.00.

Points shall be allocated according to the 80 / 20 points system whereby

Price **80 points**

B-BBEE Status level of contribution..... **20 points**

B-BBEE Status level of contribution	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

13.4 The evaluation criteria on functionality (*separate from price and BBBEE*) will be as follows,

NO.	Criteria for functionality (<i>separate from price and BBBEE</i>)	Criterion Description	Weight
1	Qualifications and Competencies	<ul style="list-style-type: none"> • At least an accounting and audit firm with recognized B-degree qualifications in Accounting and/or Auditing and the following engineering disciplines: Quantity Surveyor, Civil Engineering, Electrical Engineering and Structural Engineering. All the above should be registered with the relevant council (30) <ul style="list-style-type: none"> 100 % of team meet qualification criteria= 30 80-99 % of team meet qualification criteria=20 70-79 % of team meet qualification criteria= 10 Below 70 % of team meet qualification criteria= 0 • Knowledge and experience of public sector PFMA, Treasury Regulations, Public Service Regulations, Public sector reforms specifically in the field Supply Chain Management, internal control systems as well as the Modified Cash Standard (MCS), Accounting Manual for departments related to fruitless and wasteful expenditure, National housing codes, National building regulations and SANS (30) <ul style="list-style-type: none"> 100 % of team meet qualification criteria= 30 80-99 % of team meet qualification criteria= 20 70-79 % of team meet qualification criteria= 10 Below 70 % of team meet qualification criteria= 0 	60
2	Methodology	<ul style="list-style-type: none"> • A detailed methodology and project plan <ul style="list-style-type: none"> Project plan = 15 Work breakdown structure = 15 	30

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3	Previous Client references	<ul style="list-style-type: none"> • At least three signed client References related to relevant projects in public service must be submitted (10) Three and more letters = 10 Two letters =6 One letter = 2 	10
Total			100

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Validity period: 90 Days

Important note: The following standard bid forms must be duly completed and attached to the bids submitted (as indicated above), together with a **SARS Unique pin and a CSD Report:**

- SBD1; 3.3; 4; 6.1; 8&9.
- The adjudication of bids will be conducted in accordance with the 80/20 Preference Point System in terms of the Preferential Procurement Regulations, 2017.

Briefing session: **A Non-Compulsory briefing session will be held on Friday, 14th October 2022 at the DESTEA building, Ground Floor, 113 St Andrews Street, 11:00.**

Faxed, emailed or late bid documents will not be considered. Bid documents must be delivered before the closing time and date to the venue which is as follows:

Physical Address: The bid box is situated at the DESTEA Building, Ground Floor, 113 St Andrews Street, Bloemfontein, 9300.

**PART A
INVITATION TO BID**

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM, AND ENVIRONMENTAL AFFAIRS (DESTEA)				
BID NUMBER:	RFP02/2022/23	CLOSING DATE:	NOVEMBER 04 th , 2022	CLOSING TIME: 11:00 AM
IN THE EVENT THAT A HARD COPY OF THE PROPOSAL DOCUMENT IS NOT RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME, THE BID WILL BE INVALIDATED				
DESCRIPTION	REQUEST FOR PROPOSALS TO APPOINT A SUITABLE/CREDIBLE SERVICE PROVIDER/S ASSESSMENT OF POSSIBLE FRUITLESS AND WASTEFUL EXPENDITURE RELATED TO INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF DESTEA			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
TENDER BOX C				
GROUND FLOOR; 113 ST ANDREW STREET BUILDING;				
BLOEMFONTEIN				
SUPPLY CHAIN MANAGEMENT ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MR PITSO TLHABANELO		CONTACT PERSON	MR LEFA KALANE
TELEPHONE NUMBER	(051) 400 4744		TELEPHONE NUMBER	051 400 4196
E-MAIL ADDRESS	TLHABANELOP@DESTEA.GOV.ZA		E-MAIL ADDRESS	KALANEL@DESTEA.GOV.ZA
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				

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VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS 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	Proposals must be delivered by the stipulated time to the correct address. Late Proposals will not be accepted for consideration.
1.2	All Proposals must be submitted on the official forms provided–(not to be re-typed) or in the manner prescribed in the Proposals document.
1.3	This Proposals is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, 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.”

3. SPECIAL CONDITIONS OF THE PROPOSAL	
3.1	Costs must be all inclusive.
	Rates of remuneration will be subject to negotiation, not exceeding the applicable rate as contained in the guidelines referred to Auditor General South Africa Rates, Hourly fee rates for Consultants issued by DPSA
	Valid SARS unique pin/ with bid documents.
	Costs must include all applicable taxes.
	DESTEA reserves the right to arrange contracts with more than one service provider

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	The completed proposal may serve as a basis for further negotiations at DESTEA's selection process. DESTEA may at its sole discretion decide how many service providers are requested to participate in this process.
	Payment will be done in line with the Service Level Agreement (SLA).
	The appointed service provider will be expected to act as an expert witness in court of law, should the need arise.
4. NON-COMMITMENT	
	DESTEA is not bound to accept any of the proposals submitted.
	DESTEA reserves the right to withdraw or amend these terms of reference/ specification by notice in writing to all parties who have received the terms of reference/specification prior to the closing date.
	The cost of preparing proposals will not be reimbursed
5. REVIEW PROCESS	
	Proposals submitted on time by service providers shall not be returned and shall remain the property of DESTEA.
	All proposals duly lodged will be evaluated in accordance with the evaluation criteria.
	DESTEA may require presentations from short-listed service providers as part of the evaluation process
6. LATE PROPOSALS	
	Proposals received late (after closing date and time) shall not be considered. Where feasible, they shall be returned unopened to the bidder
7. THE CONTRACT (AGREEMENT)	
	A contract/SLA will be concluded with the successful supplier/s after the award

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

Signature Of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

PRICING SCHEDULE

SBD 3.3

(Professional Services)

NAME OF BIDDER: BID NO.: RFP02/2022/23

CLOSING TIME 11:00 CLOSING DATE 04 November 2022.....

OFFER TO BE VALID FORDAYS 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 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
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----- 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 fund contributions and skills development levies.**

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.....

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6. Period required for commencement with project: The project will commencement after acceptance of appointment by Service Provider

.....

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.

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.....
.....

SBD4

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.

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.

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

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

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

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

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

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

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

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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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore **80/20** preference point system to be applied subject to the lowest bid received.

1.3 Points for this bid shall be awarded for:

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

It should be noted that bidders will first be evaluated on functionality as addressed in the Special conditions of a contract

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specifications as set out in the bid documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

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

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

Designated Group: An EME or QSE which is at last 51% owned by:

EME
√

QSE
√

- Black people
- Black people who are youth
- Black people who are women
- Black people with disabilities
- Black people living in rural or underdeveloped areas or townships
- Cooperative owned by black people
- Black people who are military veterans

OR

- Any EME
- Any QSE

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer

REQUEST FOR PROPOSALS TO APPOINT A SUITABLE/CREDIBLE SERVICE PROVIDER/S ASSESSMENT OF POSSIBLE FRUITLESS AND WASTEFUL EXPENDITURE RELATED TO INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF DESTEA

- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p>
--

GENERAL CONDITIONS OF CONTRACT

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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34. Prohibition of restrictive practices

General Conditions of Contract

- 1. Definitions**
1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything 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 sub bidders) 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 Bid Bulletin. The Government Bid 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. |
| 1. 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: <ul style="list-style-type: none"> (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 bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and

- expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its sub bidder(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.

REQUEST FOR PROPOSALS TO APPOINT A SUITABLE/CREDIBLE SERVICE PROVIDER/S ASSESSMENT OF POSSIBLE FRUITLESS AND WASTEFUL EXPENDITURE RELATED TO INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF DESTEA

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it

deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- | | | |
|--|------|--|
| 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 favorable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder 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 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor (s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

ANNEXURE B

CURRICULUM VITAE

Proposed role in this project:

.....

1. **Family name**

.....

2. **First name:**

.....

3. **Date of birth:**

.....

4. **Nationality**

.....

5. **Identification Number**

.....

6. **Education**

Institution (Date from - Date to)	Degree(s) or Post graduation obtained	Main subjects

REQUEST FOR PROPOSALS TO APPOINT A SUITABLE/CREDIBLE SERVICE PROVIDER/S ASSESSMENT OF POSSIBLE FRUITLESS AND WASTEFUL EXPENDITURE RELATED TO INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF DESTEA

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7. Membership of professional bodies

.....

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8. Data Analysis and manipulation skills

Skill/s	Obtain via training/ exposure	Timeframe	Institution	Project if via exposure

REQUEST FOR PROPOSALS TO APPOINT A SUITABLE/CREDIBLE SERVICE PROVIDER/S ASSESSMENT OF POSSIBLE FRUITLESS AND WASTEFUL EXPENDITURE RELATED TO INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF DESTEA

9. Present position:

10. Key qualifications (relevant to this project)

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.....

.....

11. Professional experience in Public Sector environment

Date (From – To) (mm/yy)	
Organisation	
Location	
Position	
Description of duties/projects	

Date (From – To) (mm/yy)	
Organisation	
Location	
Position	
Description of duties/projects	

REQUEST FOR PROPOSALS TO APPOINT A SUITABLE/CREDIBLE SERVICE PROVIDER/S ASSESSMENT OF POSSIBLE FRUITLESS AND WASTEFUL EXPENDITURE RELATED TO INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF DESTEA

12. Knowledge related to PFMA, other public sector Legislation, Public Service Act and Regulations, MCS and AMD fruitless and wasteful expenditure

Knowledge related to	Years	How obtained
PFMA & TR		
Other legislation		
Public Service Act and Regulations		
Modified Cash Standards for provincial departments		
Accounting Manual for departments re fruitless and wasteful expenditure		

13. Other relevant information (e.g. Publications)

14. **References**
