

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PROVINCIAL TREASURY					
BID NUMBER:	SCMU12-26/27-0002	CLOSING DATE:	25 September 2026	CLOSING TIME:	11H00
DESCRIPTION	Appointment of panel of service providers to provide external Quality Assurance Reviews (QAR) for various Eastern Cape Provincial Government Institutions for a period of thirty-six (36) months with an option to extend for twenty-four (24) Months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
EASTERN CAPE PROVINCIAL TREASURY					
SUPPLY CHAIN MANAGEMENT UNIT					
SHOP, NO.7 CORNER PHALO & INDEPENDENCE AVENUE					
TYAMZASHE BUILDING, BHISHO, 5605					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Phumla Ndalenl		CONTACT PERSON	Ms. U Madia	
TELEPHONE NUMBER	083 737 8622		TELEPHONE NUMBER	083 728 9848	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Phumla.ndaleni@ectreasury.gov.za		E-MAIL ADDRESS	Uzukhanye.madia@ectreasury.gov.za	
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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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 THE BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

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

DATE:.....

**COMPLIANCE CHECKLIST TO BE COMPLETED BY THE BIDDER AS PROOF OF
SUBMISSION OF DOCUMENTS INDICATED BELOW**

NAME OF DEPARTMENT: _____

BID NUMBER: _____

BID DESCRIPTION: _____

Item No	Item Description	Checked by Bidder- (√)	Verified by Department -(√)	Bidder to indicate yes or no- where applicable	Bidder's Page Numbers- if applicable
1.	ECBD 1-Invitation to Bid				
2.	Copy of Central Supplier Database (CSD)				
3.	ECBD 3.1 – Pricing Schedule				
4.	ECBD 4- Bidder's Disclosure				
5.	ECBD 6.1- Preference Point Claim				
6.	General Conditions of Contract				
7.	Special Conditions of Contract including Annexures, if applicable				
8.	Terms of Reference/Specification				
9.	Bidder's proposal				
10.	Director/s:Gender (F-Female or M-Male)				
11.	Youth (Y=yes or N=No)				
12.	Disability (Y=Yes or No)				
13.	Certified Copies of Identity Document (I.D's) for Directors.				

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Supply Chain Management shall apply to this contract. These general conditions shall be read in conjunction with the amendments and additions set out in the special conditions of contract.

2. BID FORM

All bids shall be made on the bid forms incorporated in this document.

3. EVIDENCE OF EXPERIENCE OF BIDDERS

Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, incorporating the following details:

Employer for whom the work was performed;

Nature of work;

Value of work;

Year completed.

Failure to complete this statement may prejudice the bid as being submitted by an inexperienced Bidder and it may be rejected for such reason.

4. COMPLETION OF BIDS

THE BIDDER SHALL COMPLETE ALL FORMS IN BLACK INK.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialled by the Bidder. Failure to observe this rule may lead to the bid being disqualified. Bids shall be ineligible for consideration unless submitted on the forms bound in this document. A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Eastern Cape Provincial Treasury as early as possible during the bid period. Should any query be found to be of significance, The Eastern Cape Provincial Treasury will inform all Bidders accordingly as early as possible.

5. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete it in all respects. Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable. Bids in sealed envelopes clearly marked **“Appointment of panel of service providers to provide external Quality Assurance Reviews (QAR) for various Eastern Cape Provincial Government Institutions for a period of thirty-six (36) months with an option to extend for twenty-four (24) Months: SCMU12-26/27-0002”** and the Bidder’s name and address, shall be delivered to the Eastern Cape Provincial Treasury, Tyamzashe Building- Shop No. 7, Corner Phalo & Independence Avenues, Bhisho **not later than 11:00 on the closing date, 25 September 2026** Bids must not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids shall be rejected.

6. DATA TO BE FURNISHED AT BID STAGE

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

7. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw his bid. This will be written advice and received before the date and time of closure of this bid. The notice must be received by the Eastern Cape Provincial Treasury, Bhisho, before the closure of this bid.

8. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds

himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance. The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

9. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect. The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

10. COMPULSORY PRE-BID BRIEFING SESSION

Bidders must please note that there will be a non-compulsory pre-bid briefing session. The details are as follows:

Date: 15 September 2026

Venue: MS Teams (Virtually) Time: 11H00, below is the link for the session

Join: <https://teams.microsoft.com/meet/386359700053650?p=WYAsyEv3hbMQDvtzse>

11. FAILURE TO RETURN BID DOCUMENTS

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

12. TAXES AND LEVIES

Bidders shall include Value Added tax (VAT) in their bid rates.

13. BID VALIDITY PERIOD

Bids must remain valid for a period of ninety (90) days from the closing date of the bid.

14. ACCEPTANCE OF BID

The Department does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

15. PENALTIES

In the event that the Contractor fails to comply with the conditions of the contract, the penalties will be stipulated in the Service Level Agreement.

CHAPTER 3: GENERAL CONDITIONS OF CONTRACT

PROVINCE OF THE EASTERN CAPE

**APPOINTMENT OF A PANEL FOR A
QAR FOR A PERIOD OF 36 MONTHS:
SCMU12-26/27-0002**

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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 as 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

- 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 subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any 12 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 antidumping 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 wilful misconduct, and in the case of infringement pursuant to Clause 6

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

(B) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. APPLICABLE LAW

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

31. NOTICES

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

32. TAXES AND DUTIES

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc.,

incurred until delivery of the contracted goods to the purchaser.

- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 PROHIBITION OF RESTRICTIVE PRACTICES

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SBD4

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

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.

bid invitation relates.

- 3.5 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.
- 3.6 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.
- 3.7 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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

ECBD6.1

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

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:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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.

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; 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
 - (d) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:.....

DATE:

ADDRESS:

.....

BID POLICIES, PROCEDURES AND STANDARD CONDITIONS

In addition to those stipulated in any other sections of the bid documents, potential bidders should be especially aware of the following terms and conditions:

1. SUPPLIERS DATABASE

- 1.1 The bidder agrees that the bid/quotation will be subject to the provisions of the Centralised Suppliers Database (CSD) Policy.
- 1.2 The bidder confirms that the information that appears on the CSD, including the annexures with additional information, is correct and accurate, and if the information provided in this document differs from that contained in the CSD, the latter information will be deemed to be correct.
- 1.3 Where the bidder intentionally furnishes incorrect and/or misleading information and/or provides information that is contrary to that which has been provided for on the CSD, the quotation/bid may be rejected.
- 1.4 The provision of incorrect and/or misleading information, whether intentionally or not, may result in the bidder being deregistered from the CSD and restricted from doing business with the Provincial Government.

2. SUPPLY CHAIN MANAGEMENT COMPLAINTS MECHANISM

- 2.1 National Treasury Regulation 16A9.3 makes it mandatory for the National Treasury and each Provincial Treasury to establish a mechanism to consider complaints with regard to alleged abuses of the supply chain management framework within department/institutions. In this respect, the Provincial Treasury has established a uniform provincial policy to consider complaints, grievances and abuses of supply chain management processes.
- 2.2 In terms of the above, bidders may lodge a complaint for alleged abuses of the supply chain management mechanism by completing the complaint form obtainable from the Provincial Treasury's Supply Chain Management Office.
- 2.3 The department/institution shall follow the prescribed procedure laid out in the policy when considering complaints, grievances and abuses of the supply chain management framework.
- 2.4 The Uniform Provincial Policy to Consider Complaints, Grievances and Abuses of Supply Chain Management together with the Complaint Form may be obtained from the Provincial Treasury's Supply Chain Management Office, Shop No.5, Tyamzashe Building, Bhisho or accessed electronically from www.ectreasury.gov.za.

PROVINCE OF THE EASTERN CAPE PROVINCIAL TREASURY
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3. SPECIAL CONDITIONS OF CONTRACT (SCC)

- 3.1 Government's bidding procedures as prescribed by the Supply Chain Management Framework applies;
- 3.2 Only bidders that have met the requirements of the bid Specification/ Terms of Reference shall be considered during the adjudication process;
- 3.3 Bidders must attach a proof of CSD Registration Summary Report and Tax Compliance Status Pin Letter issued by SARS;
- 3.4 Copy of Companies and Intellectual Property Commission (CIPRO/ CIPC) document must be attached to the bid documents together with the share certificate of individual members/ directors;
- 3.5 Bidders are required to submit certified copies of Identity Documents (ID's) of owners and team members of the company as they will be subjected to vetting and used to claim points for specific goals.
- 3.6 The Departmental Bid Committee (DBC) and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents;
- 3.7 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points;
- 3.8 No bids will be considered if submitted after closing date and time;
- 3.9 Bidders are not allowed to amend the standard bidding forms;
- 3.10 Bidders are required to fully complete and sign all the relevant SBD Forms;
- 3.12 The Provincial Treasury reserves the right to accept or reject any bid in response to the advertisement and to withdraw its decision to seek provision of these services at any time and is not bound to accept the lowest bid;
- 3.13 Incomplete or late bids, telegraphic / e-mail or faxed bids / proposals will not be accepted for consideration;
- 3.14 Bidders must fully comply with all minimum requirements stipulated in the Terms of Reference as these requirements disqualifies bidders from evaluation;
- 3.15 Bidders must accurately cost all items/ price schedules as the wrong calculations will lead to a bid being disqualified for wrong calculations. The total price must include VAT where applicable and the Total Bid Price on the Pricing Schedule must be the same as **SBD 3.1.**
- 3.16 Bidders are required to consider the Pricing Index issued by Provincial Treasury on a quarterly basis for Price Benchmarking (where applicable). It is available on the

- 3.17 Bidders who are using courier services for delivery of their bid documents/ proposals must ensure the delivery is at the correct place/ location and time as the department will not be held responsible for late or incorrect delivery points.

4 CONSORTIUMS / JOINT VENTURE

It is recognized that bidders may wish to form consortia to provide the Services.

A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

- 4.1 It must be signed so as to be legally binding by all consortium members;
- 4.2 Companies that bid as consortiums / joint venture must submit an official signed business agreement by both parties together with the bid document. **Failure to submit the signed business agreement by both parties / members will result in disqualification;**
- 4.3 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 4.4 The lead member shall be the only authorized party to make legal statements, communicate with the department and receive instructions for and on behalf of any and all the members of the Consortium;
- 4.5 If not clearly stipulated in the agreement, a letter of authority stating which member may sign a bid document must be attached;
- 4.6 Bidders must attach a proof of CSD Registration Summary Report and Tax Compliance Status Pin Letter issued by SARS from all the affected parties and be submitted together with the bid;
- 4.7 A copy of business registration documents (CIPC/CIPRO) shall be submitted by all parties together with the share certificates of individual members/ directors;
- 4.8 The parties to the joint venture or consortium agreement must express in the bid proposal what aspects of the scope of the work each party would be adding value to and what percentage each parties will receive in terms of the total price quoted;
- 4.9 The Provincial Treasury reserves the right to accept or reject any bid in response to the advertisement and to withdraw its decision seek provision of these services at any time and is not bound to accept the lowest bid;
- 4.10 Both parties in the consortiums / joint venture are required to submit certified copies of Identity Document (ID's) of owners and team members to be used to claim points for specific goals.
- 4.11 Bidders must fully comply with all minimum requirements stipulated in the Terms of

Reference as these requirements disqualifies bidders from evaluation;

4.12 Bidders must accurately cost all items/price schedules as the wrong calculations will lead to a bid being disqualify for wrong calculations. The total price must include VAT, where applicable and the Total Bid Price on the Pricing Schedule must be the same as **SBD 3.1**;

4.13 Bidders are required to consider the Pricing Index issued by Provincial Treasury on a quarterly basis for Price Benchmarking. It is available on the Departmental website@www.ectreasury.gov.za (Circulars) issued by Provincial Treasury.



TERMS OF REFERENCE:

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO
PROVIDE EXTERNAL QUALITY ASSURANCE REVIEWS FOR
VARIOUS EASTERN CAPE PROVINCIAL GOVERNMENT
INSTITUTIONS FOR A PERIOD OF THIRTY-SIX (36) MONTHS
WITH AN OPTION TO EXTEND FOR TWENTY-FOUR (24)
MONTHS**



Acronyms:

- ECPT: Eastern Cape Provincial Treasury
- ECPGI: Eastern Cape Provincial Government Institutions
- TIAS: Transversal Internal Audit Services
- DPSA: Department of Public Service and Administration
- IA: Internal Audit
- IIA: Institute of Internal Auditors
- SCMU: Supply Chain Management Unit
- GCC: General Conditions of Contract
- CSD: Centralised Suppliers Database
- IIA SA: Institute of Internal Auditors South Africa
- GIAS: Global Internal Audit Standards
- QAR: Quality Assurance Reviews
- QAIP: Quality Assurance and Improvement Program
- LOGIS: Logistical Information Systems
- BAS: Basic Accounting System
- PERSAL: Personal and Salary Administration System
- SLA: Service Level Agreement
- DRDAR: Department of Rural Development and Agrarian Reforms
- DoHS: Department of Human Settlements
- DoSD: Department of Social Development
- DPWI: Department of Public Works and Infrastructure
- DoH: Department of Health
- DEDEAT: Department of Economic Development, Environmental Affairs and Tourism
- COGTA: Department of Cooperative Governance and Traditional Affairs
- DSRAC: Department of Sports, Recreation, Arts and Culture
- DoT: Department of Transport



- DSL: Department of Safety and Liaison
- DoE: Department of Education
- OTP: Office of the Premier
- CAE Chief Audit Executive
- GFMS Government Fleet Management Services



Definitions

- **Departments:** Provincial Departments in the Eastern Cape Province
- **Province/ Provincially:** Eastern Cape Province
- **Chief Audit Executive:** Head of IA function in a department
- **Internal Audit Function:** Departmental IA unit
- **Audit Committee:** Departmental Audit Committee
- **ECPT SCMU:** The ECPT Supply Chain Management Unit responsible to administrate the procurement process.
- **ECPT TIAS/ Provincial Treasury -TIAS:** The Transversal Internal Audit Services Unit within Provincial Treasury responsible for facilitating the QARs.
- **Positive Reference:** A reference provided by the bidder that could be verified by the ECPT with contactable details.
- **Public Sector:** The part of an economy that is controlled by the state i.e. all spheres of government.
- **External QAR:** External assessments to be conducted at least once every five years by a qualified, independent assessor or assessment team from outside the organization.
- **Quality Assurance and Improvement Program:** A program designed to enable an evaluation of the IA Activity's conformance with the Standards and an evaluation of whether IAs apply the Code of Ethics. It's a program that also assesses the efficiency and effectiveness of the IA activity and identifies opportunities for improvement.
- **Government Institutions:** Provincial sector departments and selected public entities.
- **Accredited Quality Assurance Assessors:** These are firms that have independent assessor or assessment teams that are registered with the IIASA with experience of conducting External QAR.
- **Conflict of Interest:** A conflict of interest in QAR for Internal Audit Function and Internal Auditors occurs when an assessor's personal, financial, or professional relationships compromise or appear to compromise their impartiality. This may compromise the credibility of the reviews and violates the objectivity principle mandated by the IIA.



1. INTRODUCTION

The ECPT seeks to appoint a panel of service providers to conduct External QAR for various ECPGI located in the vicinity of Bhisho, Qonce (King Williams Town), Zwelitsha and KuGompo City (East London) for a period of thirty-six (36) months with an option to extend for twenty-four (24) months.

2. BACKGROUND

- 2.1 The Province is on a decentralised IA Services model wherein each Provincial Government Institution is resourced with its own departmental IA function and departmental Audit Committee.
- 2.2 Due to the specialised nature of External QAR and the requirements of the GIAS, the External QARs are to be conducted by qualified, independent assessors or assessment teams which must be from outside the organization. These reviews are centralised at ECPT.
- 2.3 ECPT seeks to appoint a panel of service providers to render External QARs at various Eastern Cape Government Institutions.
- 2.4 Service Providers will go through an evaluation process, and the successful service providers will be placed in a database to access their services on a needs and rotational basis.

3. OBJECTIVES

The objective of this bid is to appoint a panel of reputable service providers for External QAR for various ECPGI located in the vicinity of Bhisho, Qonce (King Williams Town), Zwelitsha and KuGompo City (East London) for a period of thirty-six (36) months with an option to extend for twenty-four (24) months. This bid does not create an obligation that will guarantee assigned work to any service providers.

- 3.1 This engagement model will ensure the following:
 - 3.1.1 The panel will allow to engage different QARs service providers in instances where a given service provider is conflicted, due to other engagements that may be conflicting within the identified Government Institutions.
- 3.2 ECPT is responsible to manage the procurement process of this Bid and will continue with monitoring and support role in the process after award; and



- 3.3 Responding to this bid may lead to a closed bidding process for individual assignments for the shortlisted prospective bidders. The short listing of prospective bidders will only be limited to those who respond to this bid.

4. SCOPE OF WORK

- 4.1 The scope of work for the bid is to conduct External QAR on behalf of the ECPT at various ECPGIs.
- 4.2 All work will be performed **mostly virtually** and if any additional physical assessment is deemed necessary, the work will be based at the Head Office of each Government Institution depending on the phases of the External QARs methodology/ process.
- 4.3 The scope of work is based on requirement by the GIAS to conduct External QARs at least once every five (5) years by a qualified, independent assessor or assessment team from outside the organization.
- 4.4 The scope of work for each Government Institution is detailed under table 4.7 below with hours allocated for each financial year over the duration of the contract. The scope of work and hours are fixed per Government Institution. ***This will be discussed prior to the commencement of the reviews with the successful bidders and identified Government Institutions.***
- **NB: Objectivity and conflict of interest is presumed to be impaired if an assessor provides External QARs for an activity/ unit where the bidder provided the following services for the respective Government Institutions currently and within the previous financial year as at the closing date of the bid:**

- **Internal Audit services & Risk Management services.**
- **Audit and/or Risk Management Committee membership services.**

These scenarios are considered to be a conflict of interest. Therefore, bidders will not be allocated assignments in respect of the affected Government Institutions.

4.5 The Engagement Process (Assignment of QAR to Service Providers)

The TIAS unit will remain the custodian of QARs in the province and the appointment of service providers.

4.6 Assignment of a Service Provider (SP)

4.6.1 Once the panel of service providers is appointed and when external QAR services are required for a specific ECPGI, SCMU will approach only the appointed panel members by obtaining price quotations. Appointment to the panel does not guarantee the allocation of any work/assignments.

4.6.2 Following this process, ECPT will assign a QAR service provider from the approved panel of service providers, after:

- a) Conducting a conflict-of-interest determination. ECPT will contact the service provider and confirm whether they are not conflicted in terms of the nature of the work, by submitting a conflict-of-interest declaration. Where it is determined that they are conflicted, assignment will be made to the next qualifying service provider.
- b) The successful service providers will be required to provide ECPT with the proposed QAR Team that has expertise as detailed in Paragraph 6 (Competency / Expertise required) below within a period of seven (7) business days of the request. Failure to submit the proposed QAR Team with the required expertise will lead to non-award of the assignment.
- c) Evaluation on points for price and specific goals (80/20 preference point system).
- d) In the event where two (2) or more bidders are equal in all respects, award will be made to the bidder that scored the highest points for specific goals.
- e) In the event where the bidders are still equal in all respects, the award will be decided by the drawing of lots.

NB: The request for quotations (RFQ) process outlined above will be in accordance with the Departmental SCM Policy and will not be advertised for 21 days in the Departmental Tender Bulletin or eTenders Publication Portal again.

4.7 Table depicting the Scope of work per Government institution

SCOPE OF WORK FOR EXTERNAL QARs PER GOVERNMENT INSTITUTION	ALLOCATED HOURS TO CONDUCT EXTERNAL QARs PER GOVERNMENT INSTITUTION
• Conduct External QARs as per the GIAS • Conduct External QARs utilising latest version of the IIA Quality Assessment Manual (the Manual) • Conduct External QARs to assess: ➢ The Internal Audit Function (IAF)'s implementation and conformance to the IA Standards, as well as the IA and Audit Committee Charters; ➢ The involvement of the IAF on Risk Management processes and preparation of the Internal Audit Plans; ➢ The existence of Quality Assurance processes in terms of the quality of the audit work of the IAF, including adherence to the IA methodology for selected engagements; ➢ The quality of performing the IA process including the quality of Supervision; ➢ The infrastructure including the organogram, resources, the budget, policies and procedures that are supporting the IAF; ➢ The effectiveness and efficiency of the IAA to add value to the department as per expectations of the Audit Committee and Executive Management; ➢ The IAF Quality Assurance and Improvement Program (QAIP).	1x Partner / Director (16 hours) for final review and sign off. 96 hours Team Leader Project Team Member (80 hours) TOTAL HOURS 192 Hours

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SCOPE OF WORK FOR EXTERNAL QARs PER GOVERNMENT INSTITUTION	ALLOCATED HOURS TO CONDUCT EXTERNAL QARs PER GOVERNMENT INSTITUTION
• Conduct interviews with Audit Committee, Executive Management & Internal Audit staff • Identify opportunities and offer recommendations and advice to the CAE, IA Audit Staff, Audit Committee and Executive Management for improvement of the performance of the Internal Audit Function • Provide an overall Opinion in a formal report in terms of the assessment ratings for the IAF, as per the IIA's Quality Assessment Manual	

5. EXPECTED DELIVERABLES

The successful bidders will be required to conduct the QARs in terms of the industry's best practices and in compliance with all legal requirements in terms of the applicable legislation and GIAS. The successful bidders will be expected to deliver the following deliverables during the reviews:

- 5.1 Communicating and conduct virtual meetings with the relevant stakeholders;
- 5.2 Ensure drafting of Engagement Letters for the QARs;
- 5.3 Produce draft and final reports on outcomes of the QARs conducted as per scope of work;
- 5.4 Presentation of draft and final reports to relevant stakeholders in line with the scope of work as per the Engagement Letter and
- 5.5 All QARs files and reports, manual or electronic, editable and non- editable remain the property of ECPT.

6. COMPETENCY / EXPERTISE REQUIRED

6.1 Team Composition

- 6.1.1 The team must have a Team Leader and two (2) Team Members.
- 6.1.2 At least one of the Team Members must be a Certified Internal Auditor (CIA).
- 6.1.3 At least one of the Team Members must have completed an External Quality Assessment training recognised by the IIA.
- 6.1.4 At least one of the Team Members must have experience in the provision of External QARs in the public sector.

6.2 Team Leader Requirements

The Team Leader must:

- 6.2.1 Have a National Diploma or Bachelor's Degree of higher with majors in either Auditing, Internal Auditing (IA) or Accounting. NB: Foreign qualifications must be accompanied by a SAQA evaluation certificate.
- 6.2.2 Have a minimum of five (5) years' working experience at a Senior Management level as a Chief Audit Executive or Head of Internal Audit. Detailed CV/s of the Team Leader/s detailing the required experience with contactable references.
- 6.2.3 Have a minimum of three (3) years' experience in Leading External QAR Teams. Detailed CV/s of the Team Leader/s detailing the required experience with contactable references.
- 6.2.4 Team Leader must be a member of the IIASA. **IIASA membership certificate or IIASA Membership number (stated on the CV). ECPT reserves the right to verify membership.**

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6.3 Team Members Requirements

The two (2) Team Members must:

- 6.3.1 Have a National Diploma or Bachelor's Degree or higher, with majors in either Auditing, Internal Auditing (IA) or Accounting. **NB: Foreign qualifications must be accompanied by a SAQA evaluation certificate.**
- 6.3.2 Must have a minimum of 3 years' working experience in Internal Auditing of which 2 years must be in the review of External QAR. **Detailed CV/s of the Team Members detailing the required experience with contactable references.**
- 6.3.3 Team Members must be members of the IIASA and **must submit IIASA membership certificate or IIASA Membership number (stated on the CV). ECPT reserves the right to verify membership.**

Attach detailed CV, Copy of a National Diploma or Bachelor's Degree or higher and proof of IIASA membership.

Note to bidders: the resources proposed for the project must be available for the duration of the project for each QAR. Should there be a need for changes in resources, such changes must have the prior approval of ECPT with equivalent or more experienced / qualified resources.

BIDDERS ARE REQUIRED TO SUBMIT PROOF FOR THE ABOVE REQUIREMENTS PRIOR TO ALLOCATION OF ASSIGNMENTS WITHIN SEVEN (7) DAYS OF THE REQUEST.

7. ENGAGEMENT TERMS

Detailed Engagement Terms will be developed for each identified Government Institution, with the relevant expertise to be agreed with the service provider and the fixed number of hours as detailed under 4.7 above.

7.1 Cost Estimate

- Based on the agreed Engagement Terms, the service providers will be provided with fixed hours for the QARs.
- The ECPT will issue an official Purchase Order based upon the agreed Engagement Terms and fixed hours.



8. DURATION OF EACH QAR

- 8.1 In terms of the period indicated in the scope of work above, the “resource hours” indicates the maximum hours assigned to the resources to conduct the work including any stakeholder meetings and/or presentations, which is subject to the availability of stakeholders. Therefore, the duration of the QARs is specified per fixed hours per QAR.
- 8.2 The successful bidders will be expected to enter into a Service Level Agreement (SLA) with ECPT after they have been appointed into the panel.

Note: ECPT reserves the right to terminate services where there is poor performance by the successful bidder through the ECPT SLA processes.

9. COMMUNICATION & REPORTING

The successful bidders will:

- 9.1 Directly interact and report to TIAS for all external QARs conducted;
- 9.2 Conduct QARs in consultation with TIAS and the respective Government Institutions;
- 9.3 Report to TIAS and the Government Institution CAE in relation to the audit according to the agreed terms documented in the SLA and project implementation plan;
- 9.4 Be responsible for recording of minutes / resolutions at progress meetings; and
- 9.5 Produce QAR reports after each QAR.
- 9.6 At any point where the service provider is of the view that the QARs is delayed or hampered due to lack of support from the relevant management they must report this to TIAS.

10. CONDITIONS OF THE CONTRACT

The following conditions shall be applicable before / during the execution of the contract:

- 10.1 The appointment arising from this bid is subject to the availability of funds appropriated by the Eastern Cape Provincial Legislature and allocated to ECPT in accordance with the Public Finance Management Act, 1999 (Act No. 1 of 1999). ECPT intends to make provision for the services for the full contract period. However, should funding be materially reduced, withdrawn, or otherwise become unavailable due to circumstances beyond ECPT's control, ECPT reserves the right to terminate the resulting contract, subject to applicable legislation, the terms of the contract, and reasonable prior written notice to the service provider.
- 10.2 The contract will include the following documents; the bid document, the attached General Conditions of Contract (GCC) and the draft Service Level Agreement which will be signed after the award of this bid.



- 10.3 To establish a common understanding of the contract, scope of work, and ECPT's expectations in terms of this contract, it is compulsory for the Director(s) of the successful company to attend the contract initiation meeting/ post-award kick-off meeting.

11. TIME FRAME

The successful bidders will be issued a letter of appointment to the panel that will remain valid for a period of thirty-six (36) months with an option to extend for twenty-four (24) months.

12. AVOIDING ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

12.1 The accounting officer or accounting authority –

- a) may disregard the bid of any bidder if that bidder, or any of its directors –
 - (i) have abused the institution's supply chain management system
 - (ii) have committed fraud or any other improper conduct in relation to such system; or
 - (iii) have failed to perform on any previous contract; and
- b) must inform the relevant treasury of any action taken in terms of paragraph (a).

Note to bidders: No pricing is required at this stage as this bid seeks to appoint a pre-qualified panel of external QARs service providers. Bid proposals will be evaluated strictly on administrative requirements and the special conditions of the bid (mandatory requirements) for compliance. The Department reserves the right to appoint one or more service providers to the panel.

13. BID EVALUATION CRITERIA

The evaluation process will take place in two (2) phases as follows:

Table A

Phase 1	Phase 2
Administrative Requirements	Special conditions (Mandatory Requirements)
Compliance with all administrative requirements (Completion of all returnable SBD forms).	Compliance with the Special Conditions of the bid.
Only bidders that comply with all the administrative requirements will proceed to Phase 2.	Only bidders that comply with all the mandatory requirements will be appointed to the panel.



13.1 Phase 1: Administrative Requirements

The following standard bidding documents (SBDs) must be completed and signed by the duly authorised representative of the prospective bidder(s) and returned together with the bid proposal. During this phase Bidders' responses will be evaluated based on compliance with the listed administrative requirements. Bidders must ensure that all returnable documents are signed and submitted as required:

13.1.1 Completion of standard bidding documents (SBDs)

Table B

Standard Bidding Documents (SBDs)	Description	Outcome of non-submission/non-compliance: Disqualification/non-disqualification	
		Yes	No
SBD 1 / ECBD 1	Invitation to Bids	Yes	Fully completed and signed document must be submitted
SBD 4 / ECBD 4	Bidder's Disclosure	Yes	Fully completed and signed document must be submitted

13.1.2 Bidders must be registered on the Central Supplier Database (CSD) and provide its CSD number and tax compliance status PIN as per SBD1 / ECBD1. Visit www.csd.gov.za to complete your registration and obtain your CSD number.

13.1.3 When a Consortium/ joint Venture are involved, each party must be registered on the CSD and must comply with paragraph 13.1.2 above.

13.1.4 Bidders' tax compliance status, including consortium/ join venture will be verified through the CSD or SARS eFiling system. No bid shall be awarded to a bidder whose tax matters are not in order or whose tax status is non-compliant. ECPT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder if it is established that such bidder was in fact non-compliant at the time of the award.

NOTE: THE DEPARTMENT RESERVES THE RIGHT TO VERIFY ANY INFORMATION PROVIDED BY THE BIDDER AND SHOULD THE INFORMATION PROVIDED BE FOUND TO BE FALSE OR INCORRECT, IT WILL INVALIDATE YOUR BID AND THE REMEDIES PROVIDED FOR IN REGULATION 9 OF THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2022 WILL BE APPLIED.



13.2 Phase 2: Special Conditions of the bid (Mandatory Requirements)

Bidders must comply with all the requirements listed below:

ITEM NO.	MANDATORY REQUIREMENTS	REQUIRED EVIDENCE	EVALUATION IMPACT
13.2.1 BIDDER REQUIREMENTS			
Bidders must:			
13.2.1.1	Demonstrate experience in providing External QARs by submitting at least three (3) positive contactable references for previously completed projects / assignments in either the public or private sector.	Bidders must fully complete ANNEXURE A.	Failure to complete ANNEXURE A will result in the bidder being non-responsive.

NOTE: FAILURE TO COMPLY WITH ALL THE ABOVE REQUIREMENTS WILL RESULT IN DISQUALIFICATION OF THE BID. THE DEPARTMENT RESERVES THE RIGHT TO VERIFY ANY INFORMATION PROVIDED BY THE BIDDER AND SHOULD THE INFORMATION PROVIDED BE FOUND TO BE FALSE OR INCORRECT, IT WILL INVALIDATE YOUR BID.

13.3 Evaluation of points for Price and Specific Goals

Bidders who have met all the administrative and special conditions of the bid (mandatory requirements) above and are appointed to the panel, will be issued with the Request for Quotations (RFQs) as and when required by the ECPT. The following shall be applicable:

- 13.3.1 In terms of the Preferential Procurement Regulations (PPR) 2022, pertaining to the Preferential Procurement Policy Framework Act, (Act No.5 of 2000), responsive price quotations will be evaluated using 80/20 preference point system and specific goals. Eighty (80) points will be allocated for the price, and twenty (20) points will be allocated for the specific goals tabulated in the table below:



Table C

Preference point system in terms of which points will be allocated to prospective bidders:				80 / 20
Points for Price				80 Points
Points for Specific Goals				20 Points
Specific Goals	Measurements	Points allocated in terms of this bid / price quotation	Points breakdown	Evidence required to substantiate the claimed points:
1. Eastern Cape Based Suppliers:	Within Eastern Cape = 10	10	10	Municipal bill statement / Valid lease agreement / Letter from the ward councillor or Traditional Authority in bidders name or company director's name.
	Outside Eastern Cape = 0		0	
2. Women owned entities:	100% owned	5	5	Proof of ownership: Share Certificate / Employee Share Scheme / Share Register / Trusts.
	60% to 99% owned		3	
	59% and below		2	
3. Youth owned entities:	51% to 100% owned	3	3	Copy of the Identity document (ID)
	50% and below owned		1	
4. Entities owned by people with disabilities		2	2	Proof of disability: medical certificate from the registered medical doctor.
Total points for Price and Specific Goals				100

14. POPIA STATEMENT

14.1 ECPT will process all information submitted by the bidder (Respondent) in terms of the requirements contemplated in Section 4(1) of the POPIA:

- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this BID, the Responsible party is "ECPT" and the Data subject is the "Respondent". ECPT will process personal information only with the knowledge and

authorization of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exemptions contained in the POPIA.

- ECPT reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this BID and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning ECPT.

14.2 In responding to this bid, ECPT acknowledges that it will obtain and have access to personal information of the Respondent. ECPT agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. ECPT further agrees that in submitting any information or documentation requested in this bid, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by ECPT and/or its authorised appointed third parties.

14.3 Furthermore, ECPT will not otherwise modify, amend, or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, ECPT requires the Respondent to process any personal information disclosed by ECPT in the bidding process in the same manner.

15. NEGOTIATIONS

ECPT reserves the right to negotiate with the recommended bidder/s before the award of this bid.

16. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids. Any additional conditions that cover issues which are not dealt with by the Bid Conditions and are supplementary thereto and which issues arise subsequent to the bid's closing date, may, by mutual agreement in writing, be permitted. Purely for illustrative purposes, the impact on a project of the Disaster Management Act regulations for COVID-19 is an example of an issue that such additional conditions could cover.



17. SUPPLIER DUE DILIGENCE

ECPT reserves the right to 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.

18. SUBMISSION OF BIDS

18.1 Bid documents may either be posted to Eastern Cape Provincial Treasury, Private Bag X0029, Bhisho, 5605 (preferably registered mail) OR placed in the tender box situated at ECPT Supply Chain Management Unit, Shop 7, Tyamzashe Building, cnr Phalo Avenue and Independence Avenue OR couriered to the aforesaid address on or before the closing date and time.

18.2 Bid documents will only be considered if received by ECPT before the closing date and time, regardless of the method used to send or deliver such documents to ECPT.

19. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder where we have return address.

20. COMPULSORY PRE-BID BRIEFING SESSION

Bidders must please note that there will be a non-compulsory pre-bid briefing session. The details are as follows:

Date: 15 SEPTEMBER 2026

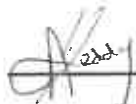
Venue: MS Teams (Virtually)

Time: 11H00

21. COMMUNICATION

Should there be any enquiries, please direct them to the following:

<i>With regards to Terms of Reference:</i>	<i>With regards to SCM Information</i>
Ms. U. Madia Provincial Treasury Bhisho e-mail: uzukhanye.madia@ectreasury.gov.za	Mr. VS. Maphumulo Provincial Treasury Bhisho e-mail: sanele.maphumulo@ectreasury.gov.za


MR A. REDDY

21/08/2026

DATE

CHAIRPERSON: BID SPECIFICATION COMMITTEE


MR D. MAJEKE

28/08/2026

DATE

HEAD OF DEPARTMENT



ANNEXURE A – BIDDERS MUST COMPLETE THE FOLLOWING TABLE INDICATING THEIR TRACK RECORDS AND CONTACTABLE REFERENCES

No.	Name of institution /client	Description of projects completed	Start date ddmmyyyy	End date ddmmyyyy	Contactable references			
					Name of contact persons	Work address	e-mail	Contact numbers
1.								
2.								
3.								
4.								
5.								

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

