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Department:  
Government Pensions Administration Agency  
REPUBLIC OF SOUTH AFRICA

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# Government Pensions Administration Agency (GPAA)

## GPAA 04/2025

### Request for proposals (RFP) for the Appointment of a panel of Forensic Investigation Service Providers for a period of (5) five years

Publication Date	15 May 2025
Closing Date and Time	<b>05 June 2025 11h00am</b>
Compulsory Briefing Session	Compulsory 22 May 2025 11h00am Venue: GPAA Head Office  34 Hamilton Street Arcadia Pretoria
Tender Submission Address	Tender Box 34 Hamilton Street Arcadia Pretoria
Tender Validity	120 Days
Contract Duration	5 Years / 60 Months
Enquiries	<a href="mailto:tenderenquiries@gpaa.gov.za">tenderenquiries@gpaa.gov.za</a>  Note: • Last day of responding to written enquires will be 28 May 2025 (End of business day) • Questions and Answers will be uploaded into GPAA's website and E-tender portal on 30 May 2025

RFP- Appointment of a panel of Forensic Investigation Service Providers for a period of (5) five years -GPAA 04/2025

## ACCRONYMS

<b>GPAA</b>	<b>Government Pensions Administration Agency</b>
FFPMU	Forensic and Fraud Prevention Management Unit
<b>CA</b>	<b>Chartered Accountants</b>
CFE	Certified Fraud Examiner
<b>CPA</b>	<b>Certified Public Account</b>
CIA	Certified Internal Auditor
<b>CFP</b>	<b>Certified Forensic Practitioner</b>

## **1. OBJECTIVES**

The GPAA intends to appoint a panel of service providers to assist/ augment GPAA internal investigation capacity to investigate and report on alleged and actual incidences of :

- Fraud related activities and corruption to protect the Fund from any actual or potential loss.
- Disputed member's beneficiaries and marriages.
- Fraud risk assessment and fraud prevention activities.

## **2. INTRODUCTION**

### **2.1. Functions of the GPAA**

The Government Pensions Administration Agency (GPAA) is a government component and an entity of the National Treasury. The mandate of the GPAA is to administer pension benefits on behalf of the Government Employees Pension Fund (GEPF), a defined benefit fund that manages pensions and related benefits on behalf of government employees in South Africa. The GPAA also administers benefits on behalf of National Treasury's Programme 7. In this regard, the GPAA plays a critical role in building a capable state, both as a government component and as the administrator of pension benefits for public servants.

### **2.2. Background**

The Forensic and Fraud Prevention Management Unit's (FFMPU) main objective is to investigate and report on alleged and actual incidences of fraud and corruption to protect the fund/clients/stakeholders from any actual or potential loss. Further objectives of the FFMPU will be to:

- To provide and maintain a working environment that will effectively manage risks of fraud, corruption incidents, theft and maladministration.
- To secure transparency, accountability and sound management of revenue, expenditure, assets and liabilities of the GPAA.
- To provide the facilities and create a conducive situation in a management system where investigation of fraud and corruption incidents takes place with a view to minimize fraud and corruption.

## Terms of Reference

### 2.3. Project Background

The purpose of this RFP is to appoint a panel of forensic service providers who shall be engaged on an as and when required basis to provide forensic investigation, validation of cases and/or fraud prevention activities to the GPAA.

Bidders will be appointed to the GPAA Panel of service providers. Allocation of work to the specific service providers will be on a rotational basis within the category the service providers is appointed. Bidders are required to indicate which category they are bidding for by making a selection against the categories of choice listed below in the table. The GPAA will be looking to appoint service providers in the following specialist categories:

- A. Investigation of cases, which include amongst others the following allegation of fraud, corruption, misappropriation of funds, unethical behaviour, procurement irregularity, misrepresenting GPAA, fraud scam, fraudulent exit, leakage of information, fraudulent medical certificate, nepotism/favouritism or misconduct.

Conduct fraud prevention activities, provide fraud detection support and provide fraud risk assessment.

- B. Validation of cases where GPAA has doubts regarding the validity of the person to be paid. Types of validation includes but not limited to marriage, divorce, member, change of personal particulars, life certificate, beneficiary, change of guardianship, payment, life partnership, funeral benefit, nomination form and bank account validations.

Category	Select by ticking (Failure to tick would be deemed as not having bidden for the category)
Investigation (Types: fraud, corruption, misappropriation of funds, unethical behaviour, procurement irregularity, misrepresenting GPAA official, fraud scam, fraudulent exit, leakage of information, fraudulent medical certificate, nepotism/favouritism or misconduct.)  Conduct fraud prevention activities, provide fraud detection support and provide fraud risk assessment	
Validation (Types: marriage, divorce, member, change of personal particulars, life certificate, beneficiary, change of guardianship, payment, life partnership, funeral benefit, nomination form and bank account validations)	

## **2.4. Project Objectives**

The objective of this RFP is to appoint a panel of service provider to assist/augment GPAA Forensic Unit to investigate and report on investigation of cases and alleged actual/potential incidences of Fraud and/or Corruption to protect the fund members/beneficiaries /pensioners and stakeholders from any allegation of fraud and/or corruption.

## **2.5. Project Scope**

Conduct preliminary investigation and validation as per agreed project plan which include the following activities

### **2.5.1 Investigation**

- (a) Conduct preliminary interviews with GPAA staff members to understand the GPAA systems and processes.
- (b) To interview members/pensioner beneficiaries affected with the possible alleged fraudulent transactions.
- (c) Utilize the latest available technology or specialized system to image relevant computers, interrogate GPAA systems, download and analyse the relevant electronic data.
- (d) Establish who is responsible for the alleged offence or unauthorized transfer of funds and identify all relevant activities and or individuals involved.
- (e) Establish who received the funds that were transferred from the GPAA. This part of the investigation may have to be conducted in conjunction with relevant law enforcement agency, should GPAA decide to go this route.
- (f) Prepare a flow of funds / audit trail if investigation suggest otherwise, relating to the funds irregularly transferred.
- (g) Quantify any possible/actual losses and recommend actions against parties responsible for the irregularities and;
- (h) Supply any further assistance as may be required and directed by the GPAA i.e. participation in disciplinary hearings and communication with law enforcement agencies.
- (i) To assist with the investigation emanating from an on-going transactional data analytics with suspicions of fraud.
- (j) Conduct Fraud risk assessment and fraud prevention related activities
- (k) Issue formal investigation reports on completion of each case within the agreed project plan.

### **2.5.2 Validation**

- (a) Conduct interviews internally with GPAA staff members (if necessary) to understand the GEPF systems and processes.
- (b) Must locate and interview (this is field work) all the identified members/beneficiaries/pensioner affected or implicated in the payment transaction.
- (c) Must locate/interview and obtain statements (this is field work) to any available witnesses which may provide/afford evidence in support of the payment being effected to the identified members/ beneficiaries/pensioner.

- (d) In the case of Customary Marriage validation, interview (this is field work) both parties who were involved in the Lobola negotiations.
- (e) In a case of Civil Marriage validation, obtain any other relevant official documents including confirmation from Department of Home Affairs (DHA).
- (f) In a case of beneficiary, any documentary information that will support financial dependency will be most relevant.
- (g) In case of life partnership validation, any documentary information that will support financial dependency will be most relevant
- (h) If benefits were already processed, establish who received the funds that were transferred from the GEPPF. Prepare a flow of funds / audit trail if the verification suggests otherwise, relating to the funds irregularly transferred from the GEPPF.
- (i) Quantify any possible losses and recommend actions against parties responsible for the irregularities and;
- (j) Supply any further assistance as may be required and directed by the GPAA i.e., opening a criminal case.
- (k) Issue formal reports on completion of each investigation/verification/validation.

## **2.6. Project Timing / Schedule**

This project will be undertaken by appointed service providers for period of five (5) years subject to annual review and satisfactory performance of key responsibilities.

## **2.7. Project Deliverables / Outcomes**

The service provider must be based in South Africa and have/demonstrate the ability and capacity to conduct Forensic Investigations, Level of experience of the investigation team members that will be directly involved with the project: (Number of years of experience of individual team members in forensic/ fraud investigations; Leadership & Supervision, Proficient computer literacy, Exceptional report writing, Presentation skills, Analytical thinking, interviewing skills, ability to access and analyse information and make relevant findings, problem solving skills and ability to influence others, conflict management, forensic investigation, project management, knowledge of case management, legal interpretation skills, level of security).

The key deliverables and the functions to be performed by the service providers who are appointed on the database / panel and allocated cases as per the quotation process for the Forensic Investigations will, among others, include the following:

- (a) Conduct preliminary investigation into identified transactions / cases and determine investigation strategy or advice for reporting to the (GPAA);
- (b) Develop an investigation plan to be reviewed and approved by the GPAA;
- (c) Investigation assignments are to be performed using the appointed firm's investigation approach / methodology which should be in line with the Public Service Code of Conduct; the Professional Standards set by the Association of Fraud Examiners / Institute of Commercial Forensic Practitioners and other related Legislation, Regulations and best practice applicable to forensic / fraud investigations. The above includes investigation reports. (Cases as per Allegations Registers include

amongst others; irregular awarding of tenders, conflict of interest, misuse of vehicles, fronting, cover quoting, financial misconduct, abuse and misuse of state assets and resources procurement fraud, fraud through misrepresentation, etc).

(d) The investigation scope should, amongst others cover the following:-

- Determine whether irregularities occurred regarding the allegations reported,
- Determine and identify officials of the GPAA and / or other parties involved in irregularities that occurred,
- Recommend appropriate action to be instituted by the GPAA where irregularities have been confirmed.

(e) Write and present comprehensive reports to Management and the Audit Committee through the office of the Forensic & Fraud Prevention Management Unit,

(f) All investigation reports must be accompanied by an evidence file and must be made available within three working days after completion of the investigation assignment to the GPAA.

(g) The evidence file must be made available to the GPAA and will remain the property of the GPAA. The evidence will be for supporting Investigation Report findings and shall also be made available to the Audit Committee and the Auditor-General of South Africa on request.

(h) A declaration of Conflict of Interest is required (Independence and Objectivity of the investigation team) – in carrying out the work, the successful bidder must ensure that its staff maintains individual by remaining independent of the activities they perform. The service provider shall therefore:-

- Have no executive or managerial powers, functions or duties except those relating to the project,
- Not be involved in the day-to-day operations of the GPAA,
- Declare any conflict of interest on each investigation assignment; and make formal written disclosures to the management should they have potential impairments to independence or objectivity relating to their responsibilities.

(i) Assist in the development of charge sheets where disciplinary actions have been recommended and, lead evidence during the process;

(j) Lead evidence in court if required;

(k) Attend planned meetings with the relevant managers at GPAA during the duration of the contract and subsequent to the period where relevant, i.e. leading evidence in the disciplinary processes or court matters.

(l) The appointed service provider will be used on rotational basis; on the method developed by GPAA and will be outlined to the successful bidders.

## 2.8. Project Team Resources

The following elements are critical to the successful delivery of the project. The service providers must, be able to deliver on their obligation in respect of investigation, validation and fraud prevention services required by the GPAA as per the scope that will be determined.

Resource	Requirements
Director / Partner	<p>Qualification / Certification by professional body: CA (SA)/Admitted Attorney or Advocate /CFE/ CPA/ CIA/ CFP or other relevant certification in conjunction with years of experience (valid certificate should be provided)</p> <p>No. Years of Experience Post Qualification; &gt;12 years' experience in the industry with at least 1 year as a Director / Partner</p>
Senior Manager	<p>Qualification / Certification by professional body: CA (SA)/Admitted Attorney or Advocate /CFE/ CPA/ CIA/ CFP or other relevant certification in conjunction with years of experience (valid certificate should be provided)</p> <p>No. Years of Experience Post Qualification; &gt;8 years' experience in the industry with at least 1 year as a Director / Partner</p>
Senior Investigator / Manager	<p>Qualification / Certification by professional body: CA (SA)/Admitted Attorney or Advocate /CFE/ CPA/ CIA/ CFP or other relevant certification in conjunction with years of experience (valid certificate should be provided)</p> <p>No. Years of Experience Post Qualification; &gt;7 - 8 years' experience in the industry with at least 1 year as a Director / Partner</p>
Assistant Manager (Investigations)	<p>Qualification / Certification by professional body: CA (SA)/Admitted Attorney or Advocate /CFE/ CPA/ CIA/ CFP or other relevant certification in</p>



	<p>conjunction with years of experience (valid certificate should be provided)</p> <p>No. Years of Experience Post Qualification; &gt;5 - 6 years' experience in the industry with at least 1 year as a Director / Partner</p>
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- (a) Forensic investigation capacity, skills and expertise of the bidder for the requirements of the bid (Details of the investigation team that will be involved in the assignment, including number and level / ranks of team members to be involved in the assignment, as well as the curriculum vitae for each team member);
- (b) Adhere to turn-around time in terms of project completion as per the Project Plan approved by the GPAA, and is/are able to respond to the GPAA's requests at short notice;
- (c) The service provide will ensure timeous of the human resources with similar and higher qualification and experienced to ensure business continuity if the members terminate the service with the service provider;
- (d) Demonstrate knowledge of the forensic investigation, and an understanding of Public Service Regulatory Framework such as, but not limited to: the Public Finance Management Act (PFMA) and its regulations; Treasury Regulation, Public Services Procurement Policies, South African Constitution, Minimum Information Security Standards (MISS), Labour Legislation, Criminal Procedures Act, Promotion of Access to Information Act, Public Service Anti-Corruption Strategy; Code of Conduct for the Public Service, Protected Disclosure Amendment Act (PDA) and Protection of Personal Information Act (POPI) .

## 2.9. Reporting Structures

The services by the service providers will be provided under the supervision of the GPAA's office of the Chief Risk Officer.

## 3. Submission Instructions

### 3.1. General Instructions.

- 3.1.1. Bidders must pay attention to the Standard Conditions of Tender and all other aspect of the RFP document.
- 3.1.2. Bid documents must be in an envelope(s) or any form of packaging and correctly sealed.
- 3.1.3. The GPAA prefers that the pricing schedule (SBD 3.1) must be in a separate envelope and must be clearly marked.

- 3.1.4. Full names of the company, address, contact number, email address, contact person and bid closing date must be written correctly on the envelope(s) or any form of packaging.
- 3.1.5. Bids must be hand delivered into the tender box stipulated on the tender cover page.
- 3.1.6. Bid documents which are not received and/or deposited in the tender box before or by 11h00 on the closing date will be marked as late and posted back to the bidder unopened.
- 3.1.7. It is the responsibility of the bidders to ensure that proper instructions are given to courier companies where to submit their bid. The GPAA will not be liable for any misplaced bid documents.
- 3.1.8. Comply with the provisions in the standard conditions of tender and this RFP document.

## **4. Pricing**

- 4.1. Bidders are expected to populate the attached SBD 3.1 excel password protected pricing schedule digitally on shaded rows, print the populated document, sign and submit it in a separate envelope. **No other form of pricing template will be accepted.**
- 4.2. Bidders may be requested to submit the SBD 3.1 in soft copy if GPAA deems it necessary to do so for purposes of verifying accuracy of the submitted tender price.
- 4.3. Only financial proposal of successful bidders who meet minimum requirement on functionality will be evaluated further.
- 4.4. GPAA will enter into negotiations based on the Auditor General rates.
- 4.5. Disclaimer: An incomplete pricing schedule SBD 3.1 will lead to disqualification.

## **5. Evaluation Criteria**

### **5.1. Overall Evaluation Process**

This bid will follow a four-phase evaluation process.

- Phase 1 – Mandatory requirements
- Phase 2 – Functionality (Mandatory and rated functional criteria)
- Phase 3 – Administrative Compliance
- Phase 4 – Price and Preference Evaluation

Should a bidder fail any of the preceding evaluation phases, they will be disqualified and not be considered further in the next evaluation phases.

Bidders are required to structure their responses to the Functional / Technical Evaluation as depicted in that section below.

## **5.2. Mandatory Requirements**

The bidder must ensure that they comply with the following and failure to do so will result in disqualification:

- Submit their response on or before the closing date and time in the tender box, specified on the cover page.
- Bidders must be registered on the Central Supplier Database (CSD) and the bidder or any of its directors must not be restricted from doing business with the state;
- Submit the pricing schedule (SBD 3.1); and
- Submit the functional/technical proposal, supporting their bid.
- Attendance of the compulsory briefing

## **5.3. Functionality/Technical Evaluation**

The functional / technical evaluation is sub-divided into:

- Mandatory Functional Criteria; and
- Rated Functional Criteria.

### 5.3.1. Mandatory Functional Criteria

Bidders must meet ALL the following criteria to be considered for further evaluation. Should a bidder fail to meet one or more of the criteria below, the bidder will be disqualified and not be considered for further phases/stages of evaluation.

Resource	Requirements
Director / Partner	<p>Qualification / Certification by professional body: CA (SA)/Admitted Attorney or Advocate /CFE/ CPA/ CIA / CFP or other relevant certification in conjunction with years of experience (<b><i>valid certified copy of certificate should be provided not exceeding six months from closing date of bid</i></b>)</p> <p>No. Years of Experience Post Qualification; &gt;12 years' experience in the industry with at least 1 year as a Director / Partner (<b><i>Provide detailed CV which clearly indicate the period of employment month and year</i></b>)</p>

### 5.3.2. Rated Criteria

Criteria	Max Points
<p>Company Experience in specialised category the bidder is bidding for</p> <p>Less than 1 years – 0 Points</p> <p>1 year up to 3 years – 4 Points</p> <p>Over 3 years, but less than 6 years – 6 Points</p> <p>6 years up to 10 years – 8 Points</p> <p>More than 10 years – 10 Points</p> <p>Disclaimer: To claim the points for the number of years' experience, the bidder must list the projects it did for the respective clients and indicate the period (years) that these projects were undertaken in. Bidders must complete the table (Name the table) on page 15. Failure to comply will result in the bidder forfeiting the points.</p>	<b>10 Points</b>
Senior Manager - Qualification / Certification by a professional body: CA (SA)/Admitted Attorney or Advocate /CFE/ CPA/ CIA/ CFP or other relevant certification in conjunction with years of experience	<b>20 Points</b>

Criteria	Max Points
<p>No. of Years of Experience Post Qualification; &gt;8 years' experience in the industry</p> <p>Less than 1 year – 0 Points  1 year up to 3 years – 5 Points  Over 3 years, but less than 6 years – 10 Points  6 years up to 8 years – 15 Points  More than 8 years – 20 Points</p> <p>Disclaimer: A valid certified copy of the certificate should be provided, and the certification date should not be older than six months from the closing date of the bid. Provide a detailed CV, which clearly indicate the period of employment, month and year. Failure to comply will result in the bidder forfeiting the points.</p>	
<p>Senior Investigator / Manager - An undergraduate qualification (NQF Level 7) in either Accounting / Law / Audit / Enterprise-Wide Risk / Fraud as recognised by SAQA or other relevant qualification in conjunction with years of experience in the industry</p> <p>No. of years of experience post qualification; &gt;7 - 8 years' experience in the industry affiliated to professional bodies</p> <p>Less than 1 year – 0 Points  1 year up to 3 years – 5 Points  Over 3 years, but less than 6 years – 10 Points  6 years up to 8 years – 15 Points  More than 8 years – 20 Points</p> <p>Disclaimer: A valid certified copy of a certificate should be provided, and the certification date should not be older than six months from the closing date of the bid. Provide a detailed CV, which clearly indicate the period of employment, month and year. Failure to comply will result in the bidder forfeiting the points.</p>	<b>20 Points</b>
<p>Assistant Manager (Investigations) - An undergraduate qualification (NQF Level 7) in either Accounting / Law / Audit / Enterprise-Wide Risk / Fraud as recognised by SAQA or other relevant qualification in conjunction with years of experience in the industry</p> <p>No. of years of experience post qualification; &gt;5 - 6 years' experience in the industry affiliated to professional bodies</p> <p>Less than 1 years – 0 Points  1 year up to 2 years – 5 Points  Over 2 years, but less than 4 years – 10 Points  4 years up to 6 years – 15 Points  More than 6 years – 20 Points</p>	<b>20 Points</b>

Criteria	Max Points
Disclaimer: A valid certified copy of a certificate should be provided and the certification date should not be older than six months from the closing date of the bid. Provide a detailed CV, which clearly indicate the period of employment, month and year. Failure to comply will result in the bidder forfeiting the points.	
<p><b><u>Work Plan / Implementation Plan / Methodology</u></b></p> <p>Methodology: Provide a clear description of the process that will be followed for respectively validations and/or forensic investigations, including fraud prevention activities based on the category (ies) for which the bidder has bidden on.</p> <p>This should demonstrate the bidder's a) capability, b)ability, c )resources and d)tools to be utilized to deliver on the scope of work within the applicable time frames and budget linked to the activities.</p> <p>In addition, the bidder should demonstrate any knowledge of the public service regulatory environment, GEPP law and other applicable laws and regulations. Also, highlight the company's commitment to skills transfer.</p> <p><u>Proven Ability</u>: Demonstrate your suitability for the proposed project by showcasing the quality of work done on similar projects, the a)approach taken, and b)how a similar approach will be applied in the organisation.</p> <p>No methodology – 0 Points</p> <p>Methodology reflecting a process with activities – 10 Points</p> <p>Methodology reflecting a process with activities and timelines for deliverables for the respective category(ies) of choice– 20 Points</p> <p>Methodology reflecting a process with activities; with timelines for deliverables for the respective category (ies) of choice linked to the, resources and tools, demonstrating the bidders capability knowledge and ability – 30 Points</p>	30 Points
<b>Total Points</b>	<b>100</b>

N.B.: The minimum qualifying score for functionality is **75** points. A bidder who fails to meet the minimum qualifying score will be disqualified and not be considered for the subsequent phases of evaluation.



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Client name	Date/ Period	Purchase order number/ contract number	Value of Contract	Client contact number	Client contact Email



#### 5.4. Administrative Compliance Evaluation

During the administrative evaluation phase, bidders will be evaluated to verify the following:

- Tax Compliance;
- SBD1 and SBD4 must be completed in full.

Note: Bidders who do not submit the requested documents, will be given a maximum of 2 working/business days to submit, Failure will render the bid response/submission as unacceptable, and therefore be disqualified.

Bidders who are not tax compliant will be afforded seven working days to correct non-compliance in the CSD, failure will render the bid unacceptable and be disqualified. Bidders must submit proof of tax compliance within the seven-day period.

#### 5.5. Price and Preference Evaluation

Only acceptable bidders will be evaluated on price and preference as per the Preferential Procurement Regulations, 2022 (PPR2022) and the GPAA Preferential Procurement Policy.

The [80/20] Preference System will be used for this tender, where a maximum of 80 points are allocated to price and a maximum of 20 points allocated for specific goals as per the PPR2022. [The Preference System will be determined by the price of the lowest acceptable tender.]

The relevant formula for scoring price points and the methodology for scoring preference points (specific goals) are documented in the SBD61. Bidders must ensure that they complete the SBD6.1 to claim points for specific goals. Bidders that do not submit the correctly completed SBD6.1 with the original bid submission will not score points for specific goals.

#### 6.6. Due Diligence

The GPAA may conduct a due diligence exercise to verify that the bidder has the required capability and capacity to do work and to verify the claims made by a bidder in the bid responses.

#### 6.7 Vetting of the bidder

The vetting which will focus on, but not limited to company history, financial information, directors of the company, business interest, any judgement against the company or directors.

As per section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2001, the GPAA may award the bid to a bidder that did not score the highest total points (price points plus points for specific goals), should objective criteria justify the award to another bidder

RFP- Appointment of a panel of Forensic Investigation Service Providers for a period of (5) five years -GPAA 04/2025



**Annexure A**

**(GPAA)**

**SCM**

***Standard Bid Documents***

# SBD1

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	GPAA 04/2025	CLOSING DATE:	05 June 2025	CLOSING TIME:	11h00 am
DESCRIPTION	REQUEST FOR PROPOSALS (RFP) FOR THE APPOINTMENT OF A PANEL OF FORENSIC INVESTIGATION SERVICE PROVIDERS FOR A PERIOD OF (5) FIVE YEARS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
34 HAMILTON STREET					
ARCADIA					
PRETORIA					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

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 PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?                  | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?      | <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

## SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
.....

- 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**

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

2.3.1 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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<sup>2</sup> 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.

**SPECIFIC GOALS DECLARATION IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2022**

**TENDERS MAY BE LESS THAN R50,000,000 OR OVER R50,000,000 (Including all applicable taxes)**

This specific goals form must form part of all tenders that may be less than R50,000,000 (including all applicable taxes) and may be over R50,000,000 (including all applicable taxes). It contains general information required by legislation and serves as the declaration for the specific goals claimed by the bidder.

**NB: IN COMPLETING THIS FORM, BIDDERS MUST BE AWARE OF THE CONDITIONS OF TENDER, GENERAL CONDITIONS OF CONTRACT, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOODS PRACTICE.**

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**1. GENERAL CONDITIONS**

1.1 The following 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).
- The 90/10 system for requirements with a Rand value over R50,000,000 (including all applicable taxes).
- Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest / highest acceptable tender will be used to determine the accurate system once tenders are received.

1.2 Points for this bid shall be awarded for:

1.2.1 Price; and

1.2.2 Specific goals.

1.3 The points for price and the points for specific goals will be added and subject to section 2(1)(f) of the PPPFA, the award will be to the bidder that scores the highest points.

1.4 Failure on the part of a bidder to declare or submit proof when requested, will be interpreted to mean that points for specific goals are not claimed.

1.5 GPAA 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 GPAA.

**2. DEFINITIONS**

RFP- Appointment of a panel of Forensic Investigation Service Providers for a period of (5) five years -GPAA 04/2025

- 2.1.1 **"Acceptable bid"** means a bid which in all respects complies with the specifications and Conditions of Tender as set out in the tender document.
- 2.1.2 **"African"** means people of the "African" ethnic group as assigned by the Department of Home Affairs and who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. Previously referred to as Black African. Generally considered to be persons from the first nations of South Africa.
- 2.1.3 **"Black people"** means Africans, Coloureds and Indians (refer to the B-BBEE Act for more details).
- 2.1.4 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.1.5 **"Coloured"** means people identified by the Department of Home Affairs assigned to the Coloured ethnic group, and who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. A composite and diverse category including descendants of relationships between white and African people; descendants of 'Malay' slaves brought from South-east Asia (categorised separately in 1951 but not thereafter), and (after 1970) descendants of the indigenous Khoi and San who inhabited the Western Cape prior to the arrival of either white or African people<sup>3</sup>.
- 2.1.6 **"Central Supplier Database"** means the database managed by National Treasury at [www.csd.gov.za](http://www.csd.gov.za).
- 2.1.7 **"Disabled person"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being AND is in possession of a proof of disability.
- 2.1.8 **"EME"** means an Exempted Micro Enterprise in terms of the relevant code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act; An EME typically has less than R10m annual revenue, unless specified differently in a sector code. A Start-Up enterprise must be measured as an Exempted Micro-Enterprise for the first year following their formation or incorporation. This is regardless of the expected total revenue of the Start-up Enterprise.
- 2.1.9 **"Fronting"** means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentations of facts, whether made by the party claiming compliance or by any other person.
- 2.1.10 **"Indian"** means people identified by the Department of Home Affairs assigned to the Indian ethnic group, and who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalisation before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. Generally considered to be people of South Asian descent.
- 2.1.11 **"Locality"** means that the enterprise has either its head office or an operational office

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<sup>3</sup> Adapted from working 2007 paper by Jeremy Seekings on "Race, Discrimination and Diversity in South Africa", RFP-Appointment of a panel of Forensic Investigation Service Providers for a period of (5) five years -GPAA 04/2025



located in that location AND they are in possession of proof of locality.

2.1.12 **“Ownership”** includes exercisable voting rights in the enterprise; economic interest in the enterprise (including Employee Share Ownership Programmes, Broad-based Ownership Schemes). The definition in the Ownership Element of the B-BBEE Amendment Act of 2013 and the codes of good practice provides more information on ownership.

2.1.13 **“Proof of Disability”** means:

2.1.13.1 A completed SARS “Confirmation of Diagnosis of Disability” form endorsed by a duly registered medical practitioner which will remain valid for 10 years where the disability is of a permanent nature;

2.1.13.2 A medical report and functional assessment report confirming the disability; or

2.1.13.3 A SASSA disability grant.

2.1.14 **“Proof of Locality”** means:

2.1.14.1 A municipal rates invoice in the name of the company submitting the bid that has been issued within the last three months;

2.1.14.2 An affidavit or equivalent from an authorised traditional leaders or local councillor in regions where municipal rates invoices are not available, showing the township name and ERF number or physical address;

2.1.14.3 A signed lease with a property owner located in that municipality/township (GPAA may request a recent statement from the landlord);

2.1.14.4 A utilities rates statement (examples, Eskom or Telkom fixed line service) showing the physical address and eh company or director name; or

2.1.14.5 A bank statement showing the company name and address.

2.1.15 **“Proof of Ownership”** means:

2.1.15.1 The percentage (%) ownership indicated on the Central Supplier Database. The CSD integrates with the systems at Home Affairs (demographic information); Companies and Intellectual Property Commission (CIPC) (for company information such as shareholding); and other databases (such as the banks).

2.1.16 **“Proof of B-BBEE status level of contributor”** means:

2.1.16.1 B-BBEE Status level certificate issued by an authorized body or person (such as a SANAS verification agent);

2.1.16.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

2.1.16.3 A CIPC B-BBEE certificate; or

2.1.16.4 Any other requirement prescribed in terms of the B-BBEE Act.

2.1.17 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

2.1.18 **“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; a QSE has between R10m and R50m annual revenue, unless specified differently in a sector code.

2.1.19 **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.

- 2.1.20 “**Specific Goals**” means those goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
- 2.1.21 “**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
- 2.1.22 “**Youth**” means persons between the ages of 14 and 35 as defined in the National Youth Commission Act of 1996.

### 3. PRICE FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE - THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of the quotation or bid under consideration

Pt = Price of the quotation or bid under consideration

Pmin = Price of lowest acceptable quotation or bid

#### 3.2 PRICE FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING CONTRACTS

#### 3.3 POINTS AWARDED FOR PRICE - THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of the quotation or bid under consideration

Pt = Price of the quotation or bid under consideration

Pmax = Price of highest acceptable quotation or bid

### 4. GPAA SPECIFIC GOALS

RFP-Appointment of a panel of Forensic Investigation Service Providers for a period of (5) five years -GPAA 04/2025

- 4.1 The points awarded for price will be added to the points for Specific Goals.
- 4.2 THE GPAA Specific Goals that apply to bids above R1m (or in the event of panels, all quotations above R1m) include:
- 4.2.1 Ownership (South African Black African, Coloured, Indian/Asian); and
- 4.3 One or more of the following:
- 4.3.1 Enterprises based in the locality where the goods and service are needed;
- 4.3.2 Women-owned enterprises;
- 4.3.3 Disabled-owned enterprises; or
- 4.3.4 Youth-owned enterprises.

## 5. POINTS AWARDED FOR SPECIFIC GOALS FOR THIS BID

- 5.1 The following Specific Goals and points apply to this bid:

Note: Points out of 20/10 will proportionally be allocated for the specific goal applicable to this bid.

Specific Goals in terms of PPR2022 and Weighting  (A (if applicable))	Points out of 20 for the 80/20 system  (B1)	Points out of 10 for the 90/10 system  (B2)	% Ownership  To be completed by the bidder  (C)	Points Claimed  80/20  To be completed by bidder  (A x B1 x C = )	Points Claimed  90/10  To be completed by bidder  (A x B2 x C = )
See example in 5.3.1 below					
% African ownership (100% of max points)	10 max	5 max	%		
% Coloured ownership (80% of max points)			%		
% Indian ownership (50% of max points)			%		
% women owned	_5_ max		%		
% disabled owned	__ max		%		
% youth owned	_5_ max		%		
Enterprises based in the locality where the goods and service are needed	__ max				
<b>TOTAL:</b>	<b>20</b>	<b>10</b>			

**N/A** = Not applicable

5.2 Where reference is made to Locality, the following location and points apply:

	Desired Location (if applicable)
Municipality:	.....

5.3 Points claimed calculations:

5.3.1 **Ownership.** The points claimed will be calculated by multiplying the race weighting % by the maximum points for that goal by the % ownership by the race. For example a 70% African owned enterprise will score a  $100\% \times 70\% \times 10$  max points = 7 points. If 30% of the enterprise is owned by coloured people, then an additional  $80\% \times 30\% \times 10$  max points = 2.4 points, i.e. a total of 9.4 points for ownership.

5.3.1.1 Note that if GPAA requests proof of ownership, and the proof can either not be provided OR if the proof is dated after the declaration date, this will be deemed to be misrepresentation and GPAA will begin the remedy outlined below.

5.3.2 **Locality.** The points claimed for locality will be the maximum points if the bidder declares that they have Proof of Locality at the time of the declaration. If no proof of locality for the location described exists, then zero points must be claimed.

5.3.2.1 Note that if GPAA requests proof of location, and the proof can either not be provided OR if the proof is dated after the declaration date, this will be deemed to be misrepresentation and GPAA will begin the remedy outlined below.

## 6. SUBCONTRACTING

6.1.1 Subcontracting will be treated as condition of contract and not a condition of tender. The implication of this is that points will not be allocated to companies that submit a proposal with subcontracting where this was not requested.

6.1.2 Where subcontracting has been included as a condition of contract, all bidders will be assumed to agree with the condition of contract and so there will be no additional advantage for scoring points (note the fronting statement that follows).

6.1.3 Should a bidder voluntarily submit a proposal that subcontracts more than 25% of the work to designated groups, the bid may come under further scrutiny for signs of fronting. Bidders are encouraged to understand the fronting indicators as described on the Department of Trade, Industry and Competition website.

## 7. SUBMISSIONS BY CONSORTIUMS AND JOINT VENTURES

7.1 If a submission is made by a consortium or Joint Venture, the points claimed for ownership must be detailed separately on an attachment showing the following:

7.1.1 The percentage (%) of the contract allocated to each JV member or consortium member. This should also be included in an agreement to be made available on request by GPAA.

7.1.2 The percentage ownership by race category of each JV member or consortium member in each of the specific goals relevant to this bid.

7.1.3 The total points claimed will be the sum of the percentage contract allocation for each partner multiplied by the percentage weighting for the race category, multiplied by the percentage ownership in the relevant specific goal.

7.1.4 An example of the point calculation for JVs or consortiums can be requested of GPAA if

required.

- 7.2 For small enterprises, the full points can only be claimed if all consortium members or the joint venture partners are either EMEs or QSEs (as permitted by the codes of good practice).
- 7.2.1 The points claimed for small enterprises is calculated proportional to the number of members/partners that are either EMEs or QSEs. If 2 of 3 of the consortium members (i.e., 66.67%) are either EME or QSE, then the points claimed will be 66.67% of the maximum points for small enterprises. For simplicity, points claimed for small enterprises will not be dependent on the percentage of the contract allocated to each JV member or consortium member.
- 7.3 For locality, full points can only be claimed if all consortium members or the joint venture partners are located in the specified area.
- 7.3.1 The points claimed for locality is calculated proportional to the number of members/partners located in the specified area. If 3 of 5 of the consortium members (i.e., 60%) have their businesses in the specified locality, then the points claimed will be 60% of the maximum points for locality. For simplicity, points claimed for locality will not be dependent on the percentage of the contract allocated to each JV member or consortium member.

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm.....
- 8.2 Company registration number: .....
- 8.3 CSD Number: MAAA.....
- 8.4 TYPE OF COMPANY/ FIRM

<input type="checkbox"/> Partnership/Joint Venture / Consortium	<input type="checkbox"/> Personal Liability Company
<input type="checkbox"/> One-person business/sole propriety	<input type="checkbox"/> (Pty) Limited
<input type="checkbox"/> Close corporation	<input type="checkbox"/> Non-Profit Company
<input type="checkbox"/> Public Company	<input type="checkbox"/> State Owned Company
<input type="checkbox"/> Consortium (Unincorporated JV)	<input type="checkbox"/> Joint Venture (Incorporated JV)
[TICK APPLICABLE BOX]	

- 8.5 For a consortium or joint venture, the names of each member in the JV/Consortium; together with the company registration number and corresponding MAAA number, must be detailed in a separate attachment to the SBD 6.1.

## 9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, declare the points claimed and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The points claimed are in accordance with the General Conditions as indicated in paragraph 1, 2, 5, 6 and 7 of this declaration;

- iii) In the event of a contract being awarded as a result of points claimed and any other information at the disposal of the GPAA, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the points 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.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS** .....

## **Annexure B**

**(GPAA)**

**SCM**

***Standard Conditions of Tender***

## **1 General**

### **1.1 Actions**

1.1.1 The GPAA and each tenderer submitting a tender shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in Paragraph 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

1.1.2 GPAA and the tenderer and all their representatives and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, representatives and advisors of the GPAA shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

1.1.3 The GPAA shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### **1.2 Tender Documents**

1.2.1 The documents issued by the GPAA for the purpose of a tender offer are listed in the technical specification.

### **1.3 Interpretation**

1.3.1 The technical specification and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the technical specification and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) conflict of interest means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.



- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts have been taken into consideration;
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or representative in the tender process;
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the GPAA, including collusive practices intended to establish prices at artificial levels;
- e) organisation means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) functionality means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

#### **1.4 Communication and the GPAA's Representative**

Each communication between the GPAA and a tenderer shall be to or from the GPAA Representative only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The GPAA takes no responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the GPAA Representative are stated in the SBD1.

#### **1.5 Cancellation and Re-Invitation of Tenders**

GPAA reserves the right to, prior to the award cancel a tender at any time.

GPAA may cancel a tender under the following conditions (but not limited to):

- due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- funds are no longer available to cover the total envisaged expenditure;
- no acceptable tenders are received; or
- any other circumstance that may necessitate the GPAA to cancel the tender.

The decision to cancel a tender must be published in the e-Tender portal, the GPAA web site and any other media in which the original tender invitation was advertised.

After the cancellation of the tender process or the rejection of all tenders due to non-compliance with the thresholds, the GPAA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time. The GPAA shall not be liable for any losses, claims or damages of whatsoever nature or howsoever arising which may be sustained by a tenderer or any other person as a result of its participation or any amendment, termination or suspension of the process set out in this Invitation to Tender or its exclusion from participating in the tender process at any point.

## **2 Tenderers Obligations**

The tenderer shall comply with the following obligations when submitting a tender:

### **2.1 Eligibility**

2.1.1 Submit a tender only if the tenderer complies with the criteria stated in the tender documents and the tenderer, or any of its principals, is not under any restriction to do business with the GPAA.

2.1.2 Notify the GPAA of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the GPAA as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the GPAA's written approval to do so prior to the closing time for tenders.

## **2.2 Cost of tendering**

Accept that the GPAA will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

## **2.3 Check documents**

Check the tender documents on receipt for completeness and notify the GPAA of any discrepancy or omission.

## **2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the GPAA only for the purpose of preparing and submitting a tender offer in response to the invitation.

## **2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached, but which are incorporated into the tender documents by reference.

## **2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the GPAA may issue, and if necessary, apply for an extension to the closing time stated in the tender documents, in order to take the addenda into account.

## **2.7 Clarification meeting-Briefing Session**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender documents, if applicable.

## **2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the GPAA at least five working days before the closing time stated in the tender documents.

## **2.9 Insurance**

Be aware that the extent of insurance to be provided by the GPAA (if any) might not be for the full cover required in terms of the conditions of contract identified in the GCC and SCC. The tenderer is advised to seek qualified advice regarding insurance.

## **2.10 Pricing the tender offer**

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes, and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable on the publication date of the tender.

- 2.10.2 Show VAT payable by the GPAA separately as an addition to the tendered total of the prices.
- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the GCC and SCC.
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender documents.

## **2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the GPAA, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

## **2.12 Alternative tender offers**

- 2.12.1 Unless otherwise stated in the tender documents, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender documents or criteria otherwise acceptable to the GPAA.
- 2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

## **2.13 Submitting a tender offer**

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture or consortium to provide the whole of the works, services or supply identified in the GCC and SCC and described in the scope of works, unless stated otherwise in the tender documents.
- 2.13.2 Return all returnable documents to the GPAA after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender documents, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the GPAA.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender documents. The GPAA will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the GPAA shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the GPAA's address and identification details stated in the tender documents, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender documents, place and seal the returnable documents listed in the tender documents in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the GPAA's address and identification

details stated in the tender documents, as well as the tenderer's name and contact address. Refer to par 1.4.

2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the GPAA's address and identification details as stated in the tender documents.

2.13.8 Accept that the GPAA will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated. The bidder is responsible for the proper binding of tender documents. The GPAA will not be responsible for documents that were lost due to inadequate binding.

2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the GPAA, unless stated otherwise in the tender documents.

## **2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the GPAA as a non-acceptable tender.

## **2.15 Closing date and time**

2.15.1 Ensure that GPAA receives the tender offer at the address and in the tender box or email address specified in the tender documents not later than the closing date and time stated in the tender documents. Proof of posting shall not be accepted as proof of delivery. GPAA will not accept a tender submitted via facsimile or e-mail, unless stated otherwise in the tender documents.

2.15.2 Accept that, if GPAA extends the closing time stated in the tender documents for any reason, the requirements of these Standard Conditions of Tender apply equally to the extended deadline. Tenderers are required to visit the eTender Portal or the GPAA website regularly in the case of an open tender to ensure they are informed of any changes in either the deadline for submission or any other amendments.

## **2.16 Tender validity**

2.16.1 Hold the tender offer(s) valid for acceptance by the GPAA at any time during the validity period stated in the tender documents after the closing time stated in the tender documents).

2.16.2 If requested by the GPAA, consider extending the validity period stated in the tender documents for an agreed additional period with or without any conditions attached to such extension.

2.16.3 Accept that a tender submission that has been submitted to the GPAA may only be withdrawn or substituted by giving the GPAA's Representative written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

## **2.17 Clarification of tender offer after submission**

2.17.1 Provide clarification of a tender offer in response to a request to do so from the GPAA during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

## **2.18 Provide other material**

2.18.1 Provide, on request by the GPAA, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the GPAA for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the GPAA's request, the GPAA may regard the tender offer as unacceptable and disqualify the tenderer.

2.18.2 Dispose of samples of materials provided for evaluation by the GPAA, where required.

## **2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender documents.

## **2.20 Due Diligence**

2.20.1 Accept that the GPAA may conduct a due diligence exercise to verify that the bidder has the required capability and capacity to do work and to verify the claims made by a bidder in the bid responses.

2.20.2 Provide, on request by the GPAA, any other material considered necessary by the GPAA for the purpose of conducting the due diligence exercise. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the GPAA's request, the GPAA may regard the tender offer as an unacceptable tender and reject the tender.

## **2.21 Submit securities, bonds and policies**

If requested, submit for the GPAA's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the GCC and SCC.

## **2.22 Check final draft**

Check the final draft of the contract provided by the GPAA within the time available for the GPAA to issue the contract.

## **2.23 Independent Tender**

By submission of a Tender, the Tenderer warrants that:

- a) The prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.
- b) Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the Tenderer, directly or indirectly, to any other Tenderer or competitor, nor will they be so disclosed
- c) No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition

## **3 The GPAA's undertaking**

The GPAA and GPAA Representative, shall:

### **3.1 Respond to clarification questions.**

- 3.1.1 Unless otherwise stated in the tender documents, respond to a request for clarification received on or before the deadline for clarification questions stated in the Tender documents and publish responses to bidders' questions on the GPAA website.
- 3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
  - d) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
  - e) in the opinion of the GPAA, acceptance of the material change would compromise the outcome of the prequalification process.

### **3.2 Issue addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until ten days before the tender closing time stated in the Tender documents. If, as a result a tenderer applies for an extension to the closing time stated in the Tender documents, the GPAA may grant such extension and, shall then publish the notice of closing time extension on the GPAA website and other media where the tender was advertised.

### **3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender documents, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **3.4 Registration of tender submissions**

- 3.4.1 Publish within ten days after bid closing the names of bidders that submitted tenders on the GPAA website and the eTender portal.

### **3.5 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **3.6 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his/her tender offer) if it is established that the tenderer engaged in corrupt or fraudulent practices or an effort by the tenderer to influence the tender process.

### **3.7 Test for acceptable tender**

- 3.7.1 Determine before detailed evaluation, whether each tender offer properly received:

- complies with the requirements of these Conditions of Tender,
- has been properly and fully completed and signed, and
- complies with the requirements of the tender documents.

3.7.2 An acceptable tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the GPAA's opinion, would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- significantly change the GPAA's or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting acceptable tenders, if it were to be rectified.

3.7.3 Reject an unacceptable tender offer, and not allow it to be subsequently made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

### **3.8 Arithmetical errors, omissions and discrepancies**

3.8.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for:

- the gross misplacement of the decimal point in any unit rate;
- omissions made in completing the pricing schedule or bills of quantities; or
- arithmetic errors in:
  - line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - the summation of the prices.

3.8.2 The GPAA must correct the arithmetical errors in the following manner:

- Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product or service of the unit rate and the quantity, the line item total shall govern and the unit rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities or pricing schedules apply) to achieve the tendered total of the prices.

3.8.3 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

3.8.4 Where the GPAA provided the pricing schedule in an Excel spreadsheet format with the GPAA created formulae and one or more of the formulae is incorrect, then:

- The GPAA will correct the formulae and request the bidder to certify the correction(s); and
- Section 3.8.1 and 3.8.2 will not apply.

### **3.9 Specific Goals**

RFP-Appointment of a panel of Forensic Investigation Service Providers for a period of (5) five years -GPAA 04/2025

3.9.1 Check the highest ranked tender or tenderer with the highest number of points in accordance with 3.11 for:

- Claims made in respect of specific goals;
- Errors in calculating or determining points for specific goals.

3.9.2 Where GPAA determines that the points for specific goals were incorrectly claimed, the GPAA may:

- Clarify with the tenderer the basis for their claim; and
- Initiate the appropriate steps to restrict the tenderer, should the GPAA believe the tenderer has misrepresented themselves.

### **3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer the GPAA believes the tenderer has misrepresented themselves.

### **3.11 Evaluation of tender offers**

#### **3.11.1 General**

Reduce each acceptable tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria that are specified in the tender document. The evaluation method for this tender is described in the specification document.

#### **3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score points for price
- 2) Score points for specific goals as per Preferential Procurement Regulations, 2022
- 3) Add the points scored for price and specific goals.

#### **3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender documents.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

#### **The 80/20 preference point system for acquisition of services, works or goods up to a Rand value of R50 million**

- 4)(a) The following formula must be used to calculate the points out of 80 for price in respect of tenders of an invitation for tender with a rand value equal or below R 50 million, inclusive of all applicable taxes:



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

Where

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;

*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and

*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

- 4)(b) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- 4)(c) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- 4)(d) Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2001 the contract must be awarded to the tenderer who scores the highest total number of points.

#### **The 90/10 preference point system for acquisition of services, works or goods with a Rand value above R50 million**

- 5)(a) The following formula must be used to calculate the points out of 90 for price in respect of tenders of an invitation for tender with a rand value above R 50 million, inclusive of all applicable taxes:

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration; *P<sub>t</sub>*

= Comparative price of tender or offer under consideration; and

*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

- 5)(b) A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.
- 5)(c) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- 5)(d) Subject to section 2(1)(f) of the Preferential Procurement Framework Act, 2001 the contract must be awarded to the tenderer scoring the highest total number of points.

#### **3.11.4 Method 3: Any other evaluation method described in the tender document.**

The GPAA may also decide on any other evaluation method described in the tender document.

#### **3.12 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the GPAA, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the GPAA's procurement;

- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources;
- c) equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- d) has the legal capacity to enter into the contract;
- e) not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing
- f) complies with the legal requirements, if any, stated in the tender documents; and
- g) is able, in the opinion of the GPAA, to perform the contract free of conflicts of interest.

### **3.13 Prepare contract documents**

3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the GPAA as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between GPAA and the successful tenderer.

### **3.14 Publication of successful tenderer**

3.14.1. Notify the successful tenderer of the GPAA's acceptance of his tender offer by sending an award letter to the successful tenderer before the expiry of the validity period stated in the tender documents, or agreed additional period.

3.14.2. After the successful tenderer has been notified of the GPAA's acceptance of the tender, publish the award details in the media that the tender was initially published in.

### **3.15 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender documents of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **3.16 Provide written reasons for actions taken**

Provide upon written request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**Annexure C**

**(GPAA)**

**SCM**

***Special Conditions of Contract***

## Special Conditions of Contract

<b>General Notes</b>
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The purpose of this Special Conditions of Contract (SCC) is to:

- (i) Draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Pensions Administration Agency (GPAA); and
- (ii) To ensure that all bidders are familiar with the special provisions, requirements and conditions that will be applicable in the undertaking of the project and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.

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 (GCC) also forms part of all bidding documents and must be read in conjunction with this Special Conditions of Contract.

Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

**Annexure D**

**(GPAA)**

**SCM**

***General Conditions of Contract***

## **GPAA PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

The purpose of this Annexure is to:

- i. Draw special attention to certain general conditions applicable to GPAA 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 GPAA.
- 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.

### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

### **1. DEFINITIONS**

RFP-Appointment of a panel of Forensic Investigation Service Providers for a period of (5) five years -GPAA 04/2025

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 employee in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its GPAA 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 employee written order issued for the supply of goods for 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 96 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 State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.employee.gov.za](http://www.employee.gov.za).

## **4. STANDARDS**

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

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION**

- 5.1. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.



- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. PATENT RIGHTS**

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

## **7. PERFORMANCE**

- 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:
- 7.3.1. 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
- 7.3.2. 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 is 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 Energy Board 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 OF 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:
- performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - a. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - c. 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
  - d. 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. 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.
- 15.6. 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 SUPPLIERS 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 local authorities.
- 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 supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **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 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.
- 27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

## **28. LIMITATION OF LIABILITY**

- 28.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss 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.
- 28.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **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.

No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, GPAA 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