



REGISTRATION NO. (2001/025832/30)

# REQUEST FOR QUOTATION SERVICES

**QUOTATION DETAILS** 

**QUOTATION NUMBER:** 

Date:

Time:

#### R: RAL/2022/INVESTIGATION OF IRREGULAR EXPENDITURE/RFQ0012

CLOSE

29 April 2024 11:00

Yes

DESCRIPTION:

#### APPOINTMENT OF A SERVICE PROVIDER FOR INVESTIGATION OF IRREGULAR EXPENDITURE.

**BRIEFING SESSION:** 



See Section A-1 Paragraph 2 on Quote Submission Conditions and Instructions that the respondent needs to take note of.

# **DETAILS OF RESPONDENT**

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

Glossary

# GLOSSARY

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

Content Page

## DOCUMENTS IN THIS QUOTATION DOCUMENT PACK

Respondents are to ensure that they have received all pages (<u>39</u>) of this document, which consist of the following sections:

#### **SECTION A**

Note: Documents in this section are for information to/instruction of respondents and <u>must</u> be returned with quotations.

- Section A 1: Quote Submission Conditions and Instructions
- □ Section A 2: Terms of Reference
- Section A 3: Evaluation Process/Criteria
- Section A 4: Contract Form (Rendering of Services) (Parts 1 & 2)/Letter of Acceptance/Formal Contract (The pro forma contract is only included for respondents to take note of the contents of the contract that will be entered into with the successful contractor)

#### **SECTION B**

# Note: Documents in this section <u>must be completed and returned or supplied</u> with quotations.

- Section B 1: Special Conditions of Quotation and Contract: Special conditions that the respondent needs to accept
- □ Section B 2: Bidder's Disclosure
- Section B 3: Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2022
- □ Section B 4: Invitation to Quote
- □ Section B 5: Pricing Schedule (Professional Services)
- □ Section B 6: CV Template Guideline/Compulsory CV template

Section A

# SECTION A

# This section must be returned with quotations.

Section A 1: Quote Submission Conditions and Instructions

## **QUOTE SUBMISSION CONDITIONS AND INSTRUCTIONS**

#### CONDITIONS AND INSTRUCTIONS THAT RESPONDENTS NEED TO TAKE NOTE OF

#### 1 FRAUD AND CORRUPTION

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

#### 2 BRIEFING SESSION

2.1 No briefing session will be held.

#### 3 CLARIFICATIONS/ QUERIES

3.1 Any clarification required by a respondent regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the quotation, is to be requested in writing (letter, facsimile or e-mail) from <u>dinalamr@ral.co.za</u> by not later than **Friday**, **19 April 2024.** A reply will be forwarded within one **(1)** working days. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all respondents by e-mail only.

#### 4 SUBMITTING QUOTATIONS

4.1 One (1) original document must be handed in/delivered to:

DEPOSITED IN THE	Roads Agency Limpopo
BID/TENDER BOX	RAL Towers
SITUATED AT	26 Rabe Street
(Street address)	Polokwane

OR

\* POSTED TO:

Roads Agency Limpopo Private Bag X9554 Polokwane 0700

E-mailed quotations will be accepted: <u>Tenders@ral.co.za</u>

Respondents should ensure that quotations are delivered to RAL before the closing date and time to the correct physical address. If the quotation is late, it will not be accepted for consideration. \* Refer to Paragraph 5 below

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

Section A 1: Quote Submission Conditions and Instructions

- 4.2 Quotations should be submitted in a sealed envelope, marked with:
  - Quotation number (<u>RAL/2022/INVESTIGATION OF IRREGULAR</u> <u>EXPENDITURE/RFQ0012</u>)
  - Closing date and time (29 April 2024 @11:00)
  - □ The name and address of the respondent.
- 4.3 Documents submitted on time by respondents shall not be returned.

#### 5 LATE SUBMISSIONS

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

#### 6 PAYMENTS

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

Section A 1: Quote Submission Conditions and Instructions

#### 7 GENERAL CONDITIONS OF CONTRACT

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

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

#### TERMS OF REFERENCE (TOR)

#### 1. PURPOSE

Quotation No:

Roads Agency Limpopo SOC Ltd is seeking to identify and select an outside qualified service provider / independent organization with relevant expertise to perform the investigation of irregular expenditure.

#### 2. BACKGROUND

The Irregular Expenditure Framework stipulates that the following be conducted in identifying, recognition, confirmation, determination, investigation, recovery, condonation or removal of irregular expenditure.

**RECOGNITION:** In terms of the Irregular Expenditure Framework, irregular expenditure is incurred when the resulting transaction is recognized in the financial records of a department, constitutional institution or public entity in accordance with the relevant Accounting Framework.

**ASSESSMENT:** Sections 51(1)(h) of the PFMA requires accounting authorities to comply and ensure compliance with this Act. Accounting authorities of public entities are also required to ensure compliance with any other legislation applicable to the public entity. Accounting authorities must ensure that their public entities operate in accordance with the provisions of applicable legislation. This responsibility encompasses identifying the legislative universe which institutions must comply with. Accounting authorities must assess the legislative frameworks applicable to their respective institutions to identify any irregularity / irregularities in transactions that have been processed. Upon detection of alleged irregular expenditure, the Loss Control Function must conduct an assessment to identify possible irregularities in transactions that have been processed and to confirm whether irregular expenditure has been incurred or whether the incident was the result of non-compliance with legislation that did not relate to the incurrence of a financial transaction.

**CONFIRMATION OF IRREGULAR EXPENDITURE:** If a transaction has been processed in contravention of legislation and the same transaction has a financial implication (payment was made or a liability was recognised in the books), it must be recorded as irregular expenditure. The accounting officer or accounting authority must record the details of all alleged irregular expenditure in the Checklist. The details and amounts of confirmed irregular expenditure and losses determined must be recorded in the irregular expenditure lead

Section A 2: Terms of Reference

schedule.

**DETERMINATION:** The Loss Control Function must conduct a determination test or analyse particulars of the non-compliance to establish the facts and losses, if any, related to the transaction. The Loss Control Function must, at least, collect information on –

- (a) the root causes that led to the transgression;
- (b) the employee(s) responsible for the irregular expenditure;
- (c) whether the department, constitutional institution or public entity suffered a loss; and
- (d) any breakdown in the designed internal controls.

The determination test must commence within 30 days after the irregular expenditure was reported to the accounting officer or accounting authority.

**INVESTIGATION:** The accounting authority must conduct an investigation if it is suspected that there is a possibility of fraudulent, corrupt or other criminal conduct emanating from the incurrence of irregular expenditure. The accounting authority must, upon suspicion of a fraudulent, corrupt or other criminal conduct, refer the irregular expenditure matter to a function performing investigations in order to establish the facts about the transaction and to obtain recommendations on the next step (s) to be taken.

The investigation must provide the accounting authority with at least the following -

- (a) root causes that led to the transgression;
- (b) impact of the transgression;
- (c) fraudulent, corrupt or other criminal conduct;
- (d) employee(s) responsible for the irregular expenditure;
- (e) whether the department, constitutional institution or public entity suffered a loss;
- (f) whether the matter must be referred to the South Africa Police Service; and
- (g) any breakdowns in the designed internal controls and the impact thereof. The investigation must commence within 30 days after the determination test.

**CONDONATION:** Condonation of irregular expenditure relating to the contravention of applicable legislation must be forwarded to the National Treasury for attention of the Accountant-General. The requests referred to above may only be submitted to National

#### Section A 2: Terms of Reference

Treasury if the accounting officer or accounting authority confirms that the department, constitutional institution or public entity did not suffer a loss and that value for money was achieved. Requests for condonation of irregular expenditure submitted must at least contain the following information –

- (a) confirmation that a determination test was conducted;
- (b) findings and recommendations of the Loss Control function or another relevant function that conducted the determination test;
- (c) findings and recommendations of the Internal Audit function or another relevant function that conducted the investigation;
- (d) confirmation that no losses were incurred;
- (e) confirmation that disciplinary action was taken against the responsible employee(s);
- (f) confirmation that investigations were conducted in cases of identified fraudulent, corrupt or criminal acts; and
- (g) remedial actions taken by the accounting officer or accounting authority to prevent the recurrence of such irregular expenditure in similar circumstances.

**REMOVAL:** The accounting authority may consider removing irregular expenditure that was not condoned by the relevant authority. Removal of irregular expenditure may take place if the accounting authority is satisfied that the recommendations of the Loss Control function (in a case of a determination) or an Internal Audit function (in a case of an investigation) or another relevant function confirms that –

- (a) the matter is free from fraudulent, corrupt or criminal acts;
- (b) disciplinary action was taken against the responsible employee(s);
- (c) the department, constitutional institution or public entity, whichever applicable, did not suffer any losses;
- (d) the non-compliance that led to the irregular expenditure has been addressed to ensure that such expenditure does not recur under similar circumstances; and
- (e) transactions of a similar nature are regularly reviewed to ensure compliance with the relevant prescripts. The accounting officer or accounting authority may proceed with the removal of irregular expenditure from the notes to the annual financial statements after confirmation of the processes indicated above.

Roads Agency Limpopo has irregular expenditure of R 2 774 295 798.00. As part of the

condonement of irregular expenditure process an investigation needs to be performed to confirm the irregular expenditure, determine financial loss and recovery, consequence management and lastly submission to Provincial Treasury for condonement.

#### 2.1 Irregular expenditure consists of the following categories:

No	Transaction Type	Amount
1	Non-Compliance with SCM policies and Treasury Regulations	R2 774 295 798
		R2 774 295 798

#### 3. SCOPE OF WORK

- 3.1 To investigate irregular expenditure of R2 774 295 798 relating to non-compliance with SCM policies and Treasury Regulations.
- 3.2 Analysis and review of information which includes but not limited to the following documents to ensure completeness:
  - Irregular expenditure register.
  - Payment vouchers that relates to the figures disclosed in the irregular expenditure register.
  - Evaluation and adjudication reports.
  - Tender documents and returnables.
  - Supply chain management policy.
  - Delegation of Authority.
  - Internal audit reports.
  - External audit reports issued by AGSA
- 3.3 Gather information through conducting interviews with relevant persons.
- 3.4 Determine whether the expenditure in question meets the definition of irregular expenditure;
- 3.5 Determine whether there is any official liable in law for the irregular expenditure.
- 3.6 Determine whether the amount of the irregular expenditure resulted in any losses or damages suffered by the state
- 3.7 Determine whether the state did not attain value for money from the transaction, condition or event.

Section A 2: Terms of Reference

- 3.8 Compilation of a report with clear recommendations on whether the expenditure incurred must be recovered from any person(s) identified as liable in law and classify irrecoverable expenditure to be considered by the Board.
- 3.9 The investigation report must at least include the following:
  - root causes that led to the transgression;
  - impact of the transgression;
  - fraudulent, corrupt or other criminal conduct;
  - employee(s) responsible for the irregular expenditure;
  - whether the department, constitutional institution or public entity suffered a loss;
  - whether the matter must be referred to the South Africa Police Service; and
  - any breakdowns in the designed internal controls and the impact thereof.

#### 4. The project expectations and deliverables

• A detailed report with findings and recommendations.

#### 5. COMPLIANCE

#### 5.1 Administrative requirements

#	Description	Minimum Proof required	Tick	
			Yes No	
1.	Special conditions of contract and quotation	Completed, signed and submitted		
2.	SBD 1	Completed, signed and submitted		
3.	SBD 4	Completed, signed and submitted		
4.	SBD 6.1	Completed, signed and submitted		
5.	Proof of JV or partnership agreements (if applicable)	Signed agreement		
6.	Proof of Authority to sign (submit Letter / Board Resolution)	Signed Letter/Board resolution		
7.	Valid COIDA certificate	Valid COIDA certificate		

Section A 2: Terms of Reference

#### 5.2 Mandatory requirements

The following are mandatory requirements to be considered:

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

#	Description	Minimum Proof	Tick	
		required		
			Yes	No
1.	Bidder to provide Company Profile and Organogram	Company profile and Organogram with team members		
2.	Pricing Schedule	Fully completed and submitted		
3.	Proof of Company Membership with SAICA or IIA (SA)	Fully completed, and submitted		

#### 6. TERMS AND CONDITIONS

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

Section A 2: Terms of Reference

Quotation No:

### 7. PROJECT PERIOD

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

Section A 3: Evaluation process/Criteria

# ALL RESPONDENTS MUST TAKE NOTE OF THE EVALUATION PROCESS THAT WILL BE FOLLOWED

### 1 EVALUATION PROCESS

#### 1.1 COMPLIANCE WITH MINIMUM REQUIREMENTS

- 1.1.1 All quotations will be evaluated based on **Compliance**, **Functionality**, **Price** and **Specific goals.** Non submission of the following mandatory requirements will render Quotations non- responsive and will be eliminated from further consideration.
  - Company profile and Organogram
  - Pricing Schedule
  - Proof of company membership with SAICA or IIA (SA)

#### 1.2 DETERMINATION OF SCORE FOR FUNCTIONALITY

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

FUNCTIONAL CRITERIA	MAXIMUM TO BE AWARDED
<ul> <li><u>Company Experience</u></li> <li>Experience of the bidder in the investigation of irregular expenditure. Signed reference letters on company letterhead must be in the following fields or areas: Irregular expenditure investigations in the public sector. Points are awarded based on the number of reference letters submitted conforming completion of the projects by the bidder.</li> <li>Less than 3 references = 0 points</li> <li>3-4 references = 10 points</li> <li>5-6 references = 15 points</li> <li>7 references = 20 points</li> </ul>	20
Staff Capacity         Qualifications         The bidder must submit the valid certified copies of professional membership of the below team members.         Project Manager – CA(SA) or CIA         • Not a qualified CA(SA) or CIA = 0 points         • Qualified CA(SA) or CIA = 20 points	20

Section A 3: Evaluation process/Criteria

FUNCTIONAL CRITERIA	MAXIMUM TO BE AWARDED
<b>Experience</b> Attach resumes of each key project team member indicating qualifications, years of experience, accreditation/affiliation(where relevant). Schedule of similar work in performing irregular expenditure investigations/investigation on related projects in the public sector. Only completed year/s will be considered (list the works related to the project).	
<ul> <li>Project Manager – CA(SA) or CIA</li> <li>Less than 3 years' experience = 0 points</li> <li>3-4 years' experience = 10 points</li> <li>5-6 years' experience = 20 points</li> <li>7 years' experience and above = 30 points</li> <li>NB: CV copies must be attached and organogram</li> </ul>	30
<ul> <li>Methodology</li> <li>Demonstration of understanding of the scope of work with task description, resource allocation, clear milestones, and timelines for each task to be performed.</li> <li>The methodology should be properly outlined in line with the investigation to be conducted (<i>refer to the scope of work</i>)</li> <li>Points will be awarded on the following methodology key requirements: <ul> <li>Identifying task description,</li> <li>resource allocation, and</li> <li>clear milestones and timelines</li> </ul> </li> </ul>	
<ul> <li>No key requirements (methodology) = 0 points</li> <li>1 key requirement (methodology) = 10 points</li> <li>2 key requirements (methodology) = 20 points</li> <li>3 key requirements (methodology) = 30 points</li> <li>NB: Methodology and the project plan will be evaluated on its adequacy and whether its practical and relevant to RAL environment. Failure to address the scope of work and functionality requirements will results in no points allocated.</li> </ul>	30
Maximum for functionality	100

1.2.2 The score for functionality shall be calculated as follows:

Section A 3: Evaluation process/Criteria

- Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score for functionality.
- □ The score of each panel member shall be added together and divided by the number of panel members to establish the average score obtained by each individual respondent for functionality.
- 1.2.3 A respondent will be disqualified if the combined score for functionality fails to meet the minimum threshold for functionality as per paragraph 1.5.1.

#### 1.3 ELIMINATION OF PROPOSALS ON GROUNDS OF FUNCTIONALITY

1.3.1 Quotations that score less than <u>70%</u> of the marks available for functionality will be eliminated from further consideration. Marks will therefore not be awarded for their cost proposals or for preference.

#### 1.4 PRICE AND SPECIAL GOALS STATUS LEVEL POINTS

- 1.4.1 All remaining quotations will be evaluated as follows:
- 1.4.2 The **80/20** preference point system will be applied. Points for price and Special Goals will be awarded in accordance with the stipulations in the Preference Point Claim Form in terms of the Preferential Procurement Regulations, 2022.
- 1.4.3 If appropriate, implied contract price adjustments will be made to the cost proposals of all remaining quotations.
- 1.4.4 The point scored for the special goals for each acceptable quotation will now be added to the price point.
- 1.4.5 The Evaluation Committee may recommend that the contract be awarded to the respondent obtaining the highest aggregate mark as determined by **1.4.4** or to a lower scoring quotation on justifiable grounds.

#### 1.5 ADJUDICATION OF QUOTE

1.5.1 The relevant award structure will consider the recommendations and make the final award. The successful respondent will usually be the service provider scoring the highest number of points or it may be a lower scoring quotation on justifiable grounds or no award at all.

Section A 4: Contract Form

## **CONTRACT FORM: RENDERING OF SERVICES**

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

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

- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
- 2.1 Bidding documents, viz
  - Invitation to quote
  - Pricing schedule(s)
  - Filled in terms of reference/task directive/proposal
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
  - Special Conditions of Contract
- 2.2 General Conditions of Contract
- 2.3 Other (specify)
- 3. I/we confirm that I/we have satisfied myself as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I/we declare that I/we have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	 WITNESSES
CAPACITY	 1
SIGNATURE	 2
NAME OF FIRM	 DATE:
DATE	

Section A 4: Contract Form

## CONTRACT FORM: RENDERING OF SERVICES

#### PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I ..... in my capacity as ......accept your bid under reference number ...... dated ....... for the rendering of services indicated hereunder and/or further specified in the annexures.
- 1. An official order indicating service delivery instructions is forthcoming.
- 2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	SPECIAL GOALS STATUS LEVEL OF CONTRIBUTION

3. I confirm that I am duly authorised to sign this contract.

SIGNED AT	ON	
NAME (PRINT)		 
SIGNATURE		 
OFFICIAL STAMP		WITNESSES
		1
		2
		DATE:

Section B

# SECTION B

# This section <u>must be completed and returned or</u> <u>supplied</u> with quotations.

Section B 1: Special Conditions of Quotation and Contract

# SPECIAL CONDITIONS OF QUOTE AND CONTRACT Return as Part 1

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

<sup>1</sup> See GLOSSARY.

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Section B 1: Special Conditions of Quotation and Contract

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

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Section B 1: Special Conditions of Quotation and Contract

12	WARRANTS	
12.1	The Contractor warrants that it is able to conclude this Agreement to the satisfaction of the RAL.	
12.2	Although the contractor will be entitled to provide services to persons other than RAL, the contractor shall not without the prior written consent of RAL, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide Services.	
13	PARTIES NOT AFFECTED BY WAIVER OR BREACHES	
13.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof .	
13.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.	
14	RETENTION	
14.1	On termination of this agreement, the contractor shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to the RAL.	
14.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.	
15	FORMAT OF SUBMISSIONS	
15.1	Respondents must complete all the necessary quotation documents and undertakings required in this quotation document. Respondents are advised that their proposal should be concise, written in plain English and simply presented.	
15.2	Respondents are to set out their proposal in the format prescribed hereunder. This means that the proposal must be structured in the parts noted below. Information not submitted in the relevant part, may not be considered for evaluation	
15.3	Part 1: Special Conditions of Quotation and Contract	
15.3.1	Respondents must sign the Special Conditions of Quotation and Contract (Section B-1). Quotes submitted without a completed Special Conditions of Quotation and Contract form <u>will</u> be deemed to be non-responsive.	
15.3.2	A recommended bidder must be CSD complaint at the time of appointment. Recommended bidder who is not CSD compliant must be notified in writing to comply within seven (7) working days.	

RAL/2022/INVESTIGATION OF IRREGULAR EXPENDITURE/RFQ0012

Section B 1: Special Conditions of Quotation and Contract

15.4	Part 2: Bidder's Disclosure
15.4.1	<b>Each party</b> to the quotation must complete and return the "Bidder's Disclosure" (Section B-2). Quotes submitted without a complete and signed Bidder's Disclosure <u>will</u> be deemed to be non-responsive.
15.5	Part 3: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
15.5.1	Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: (a) <b>Price</b> ; and
	(b) Specific Goals.
	Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
15.6	Part 4: Invitation to Quote
15.6.1	Respondents must complete, sign and return the full "Invitation to Quote" (Section B-4) document. Quotes submitted without a completed and signed Invitation to Quote <u>will</u> be deemed to be non-responsive.
15.7	Part 5: Pricing Schedule
15.7.1	Any budget amount that may be indicated in this document shall be deemed to be a guide only and respondents are expected to submit a costing that is fair and reasonable.
15.7.2	All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed and must be returned as part of the submission (Section B-5). Quotes submitted without a price or with an incomplete price, <b>will</b> be deemed to be non-responsive.
15.7.3	Rates for the first year of the contract must be firm and must be indicated in the formats prescribed. <u>All normal operating costs and out of pocket expenses such as photocopies, telephone calls, printing, travel, etc. must be covered in the rates quoted.</u>
15.7.4	A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.
15.7.5	Note 1: The cost of travel and accommodation for persons who are not part of the prospective contractor's team should not be included. These costs will be borne by the Client.
	Note 2: No handling fee on disbursements will be considered
	□ VAT: Value Added Tax must be included and shown separately.
15.8	Part 6: Team details

Section B 1: Special Conditions of Quotation and Contract

15.8.1	In this part that must be returned as part of the submission, respondents must provide details of the team named in the previous part.
15.8.2	For each team member there must be:
	A complete curriculum vitae confirming suitability for the position. A format is provided as a guideline only for the compilation of the CVs.
15.9	Part 7: Experience in this field
15.9.1	Respondents should provide in this part, and return as part the submission, at least the following information.
	<ul> <li>Details of contracts for similar work within the last 3 years.</li> <li>Contact details of organisations for which work was done.</li> </ul>

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

Name of applicant:

Signature of applicant:

Date:

#### 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 interest2 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:

.....

<sup>&</sup>lt;sup>2</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 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....

-----

#### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium3 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

<sup>&</sup>lt;sup>3</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.

Quotation No:	EXPEN

Section B 2: Bidder's Disclosure

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

Signature	Date

Position	Name of bidder

#### **SBD 6.1**

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (c) Price; and
  - (d) Specific Goals.
- **1.4** The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender

is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### 2. **DEFINITIONS**

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

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10  

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$   
Where  
 $Ps = Points$  scored for price of tender under consideration  
 $Pt = Price$  of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10  

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$
 or  $Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)	Required documents as a means of verification
Enterprises with ownership of 51% or more by person/s who are black person/s	5		ID copies of company director/s
			CSD report
Enterprises with ownership of 51% or more by person/s who are women	5		ID copies of company director/s
			CSD report
Enterprises with ownership of 51% or more by person/s who are youth	5		ID copies of company director/s
			CSD report
Enterprises with ownership of 51% or more by person/s with disability	1		<ul><li>Medical certificate</li><li>CSD report</li></ul>
Small, Medium and Micro Enterprises	4		CSD report
Total points for specific goals	20		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name company/firm		of
4.4.	Company	registration	number:
4.5.	TYPE OF COMPANY/ FIRIPartnership/Joint VenOne-person businessClose corporationPublic CompanyPersonal Liability Con(Pty) LimitedNon-Profit CompanyState Owned Compar[TICK APPLICABLE BOX]	ture / Consortium /sole propriety npany	
16		huly authorized to do so an babal	f of the company/firm

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

Quotation No: EXPENDITURE/RFQ0012

Section B 3: Preference Points Claim Form to the Preferential Procurement Regulations 2022

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

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: DATE:	
ADDRESS:	

RAL/2022/INVESTIGATION OF IRREGULAR EXPENDITURE/RFQ0012

RAL Quotation document

Section B 4: Invitation to Quote

			PART	Α			SBD1	
			INVITATION					
		TED TO BID FOR REQU	IREMENTS OF THE (/	VAME OF DEP	ARTMENT/ PUBLIC	ENTITY)		
		022/INVESTIGATION REGULAR						
		DITURE/RFQ0012	CLOSING DATE: 29	APRIL 2024		CLOSI	NG TIME:	11:00
		NTMENT OF A SERVICE PROVIDER FOR INVESTIGATION OF IRREGULAR EXPENDITURE WITHIN A PERIOD OF						
		60 CALENDAR MONTHS				(00)		
DID RESPONSE I		ENTS WAT DE DEPUSI				33/		
				NCY LIMPOPO				
				OWERS				
			POLOKW	/ANE 0700				
BIDDING PROCE	DURE I	ENQUIRIES MAY BE DIR	RECTED TO		ENQUIRIES MAY	BE DIREC	TED TO:	
CONTACT PERSO	NC	DINALA MATSOBANE		CONTACT P	ERSON		PHASHA	Т
TELEPHONE NUM	MBER	015 284 4600		TELEPHONE	NUMBER		015 284 4	4700
FACSIMILE NUME	BER	015 291 2433		FACSIMILE N			015 291 2	
E-MAIL ADDRESS		dinalamr@ral.co.za		E-MAIL ADD	RESS		phashat	@ral.co.za
SUPPLIER INFOR								
NAME OF BIDDER								
POSTAL ADDRES								
STREET ADDRES	SS							
TELEPHONE NUM	MBER	CODE			NUMBER			
CELLPHONE NUM	MBER		[		[			
FACSIMILE NUME	BER	CODE			NUMBER			
E-MAIL ADDRESS								
VAT REGISTRA NUMBER	ATION							
SUPPLIER		TAX COMPLIANCE			CENTRAL			
COMPLIANCE		SYSTEM PIN:		OR	SUPPLIER			
STATUS				•	DATABASE No:	MAAA		
ARE YOU THE					1 - 1		Yes	
ACCREDITED REPRESENTATIV		∐Yes [	No		A FOREIGN BASED R FOR THE GOODS	, –	]165	
SOUTH AFRICA	FOR				ICES OFFERED?	[IF	YES, ANSV	
THE GOODS /SER	THE GOODS /SERVICES [IF YES ENCLOSE PROOF] QUESTIONNAIRE BELOW]							
QUESTIONNAIRE	TO BI	DDING FOREIGN SUPPL	LIERS	•		1		
IS THE ENTITY A	RESID	ENT OF THE REPUBLIC	OF SOUTH AFRICA (	RSA)?			YES 🗌 NC	)
DOES THE ENTIT	Y HAV	E A BRANCH IN THE RS	A?				YES 🗌 NC	)
DOES THE ENTIT	Y HAV	E A PERMANENT ESTA	BLISHMENT IN THE R	SA?				C
DOES THE ENTIT	Y HAV	E ANY SOURCE OF INC	OME IN THE RSA?				YES 🗌 NC	)
IS THE ENTITY LI	ABLE I	N THE RSA FOR ANY FO	ORM OF TAXATION?				YES 🗌 NC	)
IF THE ANSWER	IS "NO	" TO ALL OF THE ABO	OVE, THEN IT IS NOT		ENT TO REGISTE	R FOR A	TAX COMPL	LIANCE STATU
STSTEM PIN COL		OM THE SOUTH AFRICA	IN REVENUE SERVICI	E (JAKJ) AND	IF NUT REGISTER	AS PER	2.3 BELUW	•

RAL/2022/INVESTIGATION OF IRREGULAR EXPENDITURE/RFQ0012

Section B 4: Invitation to Quote

#### SBD1

#### PART B TERMS AND CONDITIONS FOR QUOTING

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

Section B 5: Pricing Schedule

# **PRICING SCHEDULE**

(Professional Services)

NAME OF RESPONDE	ENT:					
OFFER TO	BE VALID FOR 90 DAYS FROM	M THE CLOSING DATE OF QUOTATION	<u>NC</u>			
PAR NO	DESCRIPTION			QUOTATION PRICE IN RSA CURRENCY		
1	The accompanying information	on must be used for the formulation of p	proposals.			
2	Respondents are required to completion of all phases and service	indicate a ceiling price based on the to including all expenses for the project.	tal estimated time/fees for Check if this is right format for the	Amount excluding VAT	R	
				VAT @ 15%	R	
				Total including VAT	R	
3	PHASES ACCORDING TO V APPLICABLE AND PERSON	NHICH THE PROJECT WILL BE COMP I-DAYS TO BE SPENT (A BREAKDOW	PLETED, COST PER PHASE, PERS VN MUST BE GIVEN FOR EACH PH	SONS WHO WILL BE INVOLVED IASE).	IN THE PHASE, RATES	
3.1	Phase 1: Description					
3.1.1	Person and position	Hourly rate excluding VAT	Daily rate excluding VAT	Person-days to be spe	Cost/person/phase ent excluding VAT	
		R	R		R	
		R	R		R	
		R	R		R	
				Amount for phase excluding VAT	R	
				VAT @ 15%	R	
				Total per phase includir VAT	ng R	
3.2	Phase 2: Description					
3.2.1	Person and position	Hourly rate excluding VAT	Daily rate excluding VAT	Person-days to be spe	Cost/person/phase ent excluding VAT	
		R	R		R	

Section B 5: Pricing Schedule

NAME OF RESPON	F DENT:				
OFFER TO	O BE VALID FOR <b>90</b> DAYS FRO	OM THE CLOSING DATE OF QUOTAT	ION		
		<u>R</u>	R		R
		R	R		R
				Amount for phase excluding VAT	R
				VAT @ 15%	R
				Total per phase including VAT	R
3.3	Phase 3: Description				
3.3.1	Person and position	Hourly rate excluding VAT	Daily rate excluding VAT	Person-days to be spent	Cost/person/phase excluding VAT
		D	R		П
		R	<u> </u>		R
		R	R		R
		R	R	Amount for phase excluding VAT	R
		R	R	Amount for phase excluding VAT VAT @ 15%	R
		R	R	excluding VAT	R R R

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

4.1

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

Section B 5: Pricing Schedule

#### NAME OF RESPONDENT:

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

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

		1
5.1		

	Quantity	VAT
R		R
R		R
R		R
R		R
R		R
	Amount excluding VAT	R
	VAT @ 15%	R
	Total including VAT	R
ance of quotation.		
hich adjustments will be applied for, for example		
	R R R	R         R         R         Amount excluding VAT         VAT @ 15%         Total including VAT         ance of quotation.

Section B 6: Curriculum Vitae Template

## CV TEMPLATE GUIDELINE/COMPULSORY CV TEMPLATE

Pro	posed role in the project:	
1.	Family name	
2.	First name:	
3.	Date of birth:	
4.	Nationality	

5. Education

Quotation No:

Institution (Date from - Date to)	Degree(s) or Diploma(s) obtained

- 6. Membership of professional bodies
- 7. Other skills (e.g. computer literacy, etc.)
- 8. Present position:
- 9. Years within the organisation:
- 10. Key qualifications (relevant to the project)

#### 11. Professional experience

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

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

- 12. Other relevant information (e.g. Publications)
- 13. References