



National Gambling Board

*South Africa*

a member of **the dtic** group

**BID NO: NGB 005(2023/2024)**

# **REQUEST FOR PROPOSAL**

**APPOINTMENT OF A QUALITY ASSURANCE TEAM  
TO PROVIDE INDEPENDENT AND EXPERT ADVICE  
TO THE ACCOUNTING AUTHORITY ON THE  
PROCUREMENT PROCESS FOR THE NEXT  
NATIONAL CENTRAL ELECTRONIC MONITORING  
SYSTEMS OPERATOR**

**22 March 2024**

**CONTENTS**

- 1. PART A: INVITATION TO BID..... **3**
- 2. PART B: TERMS OF REFERENCE ..... **8**
- 3. PART C: PROCEDURAL REQUIREMENTS..... **199**
- 4. PART D: SPECIAL CONDITIONS OF CONTRACT ..... **277**
- 5. PART E: BIDDING DOCUMENTS (SBD FORMS) ..... **367**

## PART A: INVITATION TO BID

**YOU ARE HEREBY INVITED SUBMIT A BID FOR THE APPOINTMENT OF A QUALITY ASSURANCE TEAM TO PROVIDE INDEPENDENT AND EXPERT ADVICE TO THE ACCOUNTING AUTHORITY ON THE PROCUREMENT PROCESS OF THE NEXT NATIONAL CENTRAL ELECTRONIC MONITORING SYSTEMS OPERATOR**

### 1.1 Description of services:

- 1.1.1 Suitable and qualified service providers are hereby invited to submit proposals for the bid for the appointment of a quality assurance team with all the necessary skills in different areas of expertise that would, conduct, review and quality assure, at each phase of the procurement process and as and when necessary, provide independent and expert advice to the Accounting Authority of the National Gambling Board relating to the procurement process undertaken by the National Gambling Board in appointing the next National Central Electronic Monitoring Systems (NCEMS) Operator in South Africa.
- 1.1.2 Bidders are required to have knowledge, experience and skills related to Information Technology, Project Management, Risk Management, Legal, Financial and relevant legislation and regulation of Government Procurement, the National Gambling Act and Limited Payout Machine (LPM) Regulations.
- 1.1.3 Bidders must prepare a detailed proposal and quotation based on the specifications outlined in Part B, as well as within the guidelines provided in the Evaluation Criteria (Part C).

### 1.2 Pertinent Bid Information:

1.2.1 <b>Bid number</b>	NGB 005(2023/2024)
1.2.2 <b>Closing time</b>	11H00 Central African Time (CAT)
1.2.3 <b>Closing date</b>	18 April 2024
1.2.4 <b>Compulsory briefing session</b>	There will be a compulsory briefing session held 03 April 2024 at 11H00 Central African Time (CAT) at 1085 Francis Baard Street, Hatfield, Pretoria, 0028
1.2.5 <b>Description</b>	Appointment of a quality assurance team to provide independent and expert advice to the Accounting Authority on the procurement process for the next National Central Electronic Monitoring Systems Operator
1.2.6 <b>Bid validity period</b>	Offer to be valid for one hundred and eighty (180) days from the closing date of the tender

1.2.7 <b>Contract duration</b>	Twenty-four (24) months
--------------------------------	-------------------------

- 1.3 The successful bidder will be required to sign a written Service Level Agreement (SLA). The SLA will be drawn up by the NGB.
- 1.4 The project shall commence after the appointment of a preferred service provider is confirmed, on a date determined by the NGB and as stipulated in the SLA to be concluded.
- 1.5 Bid documents must be submitted to: The National Gambling Board, 1085 Francis Baard Street, Hatfield, Pretoria, 0028.
- 1.6 Only bids submitted directly to the NGB on / before the closing date as indicated above shall be accepted (no faxes or emailed bids will be accepted).
- 1.7 Bidders should ensure that bids are delivered before the closing date and time and to the correct address. If the bid is late, it will not be accepted for consideration.
- 1.8 Bids must be delivered between 08H30 and 16H00 (CAT), Mondays to Fridays, prior to the closing date, and between 08H30 and 11H00 (CAT) on the closing date.
- 1.9 **A two (2)-envelope system will apply. Therefore, technical, and financial proposals must be submitted in separate, sealed envelopes clearly marked “Technical Proposal” and “Financial Proposal” at the same time.**
- 1.10 Bids will be **evaluated** in accordance with the **80/20 preference point system** contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).
- 1.11 Technical proposals will be opened at **11H15 (CAT)** on the **18 April 2024**.
- 1.12 Financial Proposals will be opened only after the technical proposals have been evaluated and only with respect to the proposals that achieve the minimum qualifying score for functionality. Subsequent to this, a list of all bidders, along with their Bid Prices only for those bids that were opened (as these bids would have passed the technical evaluation stage) will be published on the NGB’s website and the National Treasury E-Tender Portal.
- 1.13 All bids must be submitted on the NGB official forms.

- 1.14 This bid is subject to the General Conditions of Contract (GCC), as well as Special Conditions of Contract (SCC).
- 1.15 There will be a compulsory briefing session at 1085 Francis Baard Street, Hatfield, Pretoria, 0028 on **03 April 2024 at 11H00** Central African Time (CAT). The **deadline** for queries is **05 April 2024 at 16H00**.
- 1.16 Only institutions/consortiums/companies/individuals that attend the compulsory briefing session will be considered for this bid. An attendance register must be signed by bidders as confirmation of attendance. Failure to sign the attendance register in the name of the institution submitting a response to the bid will result in the bid not being considered for further evaluation.
- 1.17 Bids that do not comply with the mandatory aspects of this document shall not be considered for evaluation.
- 1.18 Bids submitted that do not comply with the following, will be considered non-responsive, and **will not be considered for evaluation**:
- 1.18.1 A bid that is not in the format prescribed.
  - 1.18.2 A bid without some or all of the required documents.
  - 1.18.3 Pricing schedules not in the required format.
  - 1.18.4 Bid proposals that do not include a company resolution authorising a particular person to sign bid documents. Failure to provide such proof of authority to sign the bidder's proposal will render the bid materially incomplete and thus non-responsive.
  - 1.18.5 Proposals that are not submitted in 2 separate, clearly marked/ labelled and sealed envelopes / packages as indicated under PART C of this Request for Proposal (RFP).
  - 1.18.6 Bidders that do not attend the compulsory briefing session. Failure to sign the attendance register in the name of the institution/consortium/company/individual submitting a response to the bid will result in the bid not being considered for further evaluation.
- 1.19 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the NGB's rights or the Bidders' obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

- 1.20 If a Bid is not substantially responsive, it will be rejected by the NGB, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 1.21 Furthermore, any alterations, changes, supplements to the tender document will be published on [www.ngb.org.za](http://www.ngb.org.za).
- 1.22 **Confidentiality:** The bid and all related information shall be held in strict confidentiality by bidders and usage of such information shall be limited to the preparation of the bid. All bidders are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding the NGB or of its activities to any other organisation or individual. Bidders may not disclose any information, documentation or products to other clients without written approval of the Accounting Authority or the delegated official.
- 1.23 **Intellectual Property, Inventions and Copyright:** Copyright of all documentation relating to this assignment belongs to the NGB. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the Accounting Authority (AA) or the person delegated. All the intellectual property rights arising from the execution of this Agreement remain with the NGB which shall be entitled to cede and assign such, and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential. In the event that the service provider would like to use any information or data generated in terms of the services rendered, prior written permission must be obtained from the NGB. The NGB shall own all material produced by the service provider during the course of or as part of rendering the services.
- 1.24 Neither the bidder, nor any of the members of the specification, evaluation and adjudication committee and / or the opening team, shall have any existing or potential conflict of interest during the course of undertaking the tendered project.
- 1.25 Any conflict of interest which can or has the potential to harm the integrity of the evaluation shall be explicitly disclosed by the bidder, providing detailed information on the scope and factors of such association with any or either object of the evaluation or any person involved in the intervention. In such cases the bidder must elaborate on how this conflict of interest would be handled by the bidder.
- 1.26 Based on the information provided by the bidder, the evaluation committee will make a recommendation regarding the bidder's conflict of interest to the Bid Adjudication Committee (BAC) and the AA for final decision.

1.27 Any queries regarding the bidding process and technical information may be directed to:

**Name:** Procurement Practitioner

**Email:** [scm@ngb.org.za](mailto:scm@ngb.org.za)

1.28 The closing date and time for **written queries** is **05 April 2024 at 16H00**. Only written queries will be considered and responded to.

## **2. PART B: TERMS OF REFERENCE**

### **2.1 INTRODUCTION AND MANDATE**

- 2.1.1 The NGB is a statutory body established in terms of the National Gambling Act, 2004 (Act 7 of 2004) to provide for the co-ordination of concurrent national and provincial legislative competence over matters relating to casinos, racing, gambling and wagering, and to provide for the continued regulation of those matters.
- 2.1.2 The NGB is listed as a Schedule 3A public entity in the Public Finance Management Act, 1999 (Act 1 of 1999).
- 2.1.3 In terms of the PFMA, the NGB must ensure that it has and maintains a system of internal audit under the control and direction of an audit committee, thereby complying with and operating in accordance with regulations and instructions prescribed in terms of Section 76 of the aforementioned Act.

### **2.2 PURPOSE**

- 2.2.1 The purpose of this terms of reference is to appoint one service provider as a quality assurance team with all the necessary skills in different areas of expertise that would, conduct, review and quality assure, at each phase of the procurement process and as and when necessary, provide independent and expert advice to the Accounting Authority of the National Gambling Board relating to the procurement process undertaken by the National Gambling Board in appointing the next NCEMS Operator in South Africa.

### **2.3 BACKGROUND**

- 2.3.1 The National Gambling Act, 2004 (Act 7 of 2004) (“the Act”) requires the National Gambling Board (NGB) to develop and maintain NCEMS to do specific tasks as outlined in section 26 and 27 of the Act.
- 2.3.2 The NGB is required as per its legislative mandate to maintain and ensure a functional NCEMS to regulate Limited Payout Machines (LPMs). Section 27 of the Act outlines that the NCEMS must be capable of:



- 2.3.2.1 Detecting and monitoring significant events associated with any limited pay-out machine that is made available for play in the Republic; and
  - 2.3.2.2 Analysing and reporting that data in accordance with the prescribed requirements.
- 2.3.3 The NCEMS must allow:
- 2.3.3.1 the provincial licensing authority of each province access to all data on the system that originated in that province, without charge by the board; and
  - 2.3.3.2 the licensee of each limited payout machine linked to the system access to prescribed data on the system that originated from that machine.
- 2.3.4 The development and maintenance of NCEMS requires special skills inclusive of all the relevant services required to ensure availability thereof in a manner set out by the NGB which should be accessible at all times.
- 2.3.5 A NCEMS operator is responsible for operating all the aspects of the NCEMS as well as collecting monitoring fees on behalf of the NGB.

## **2.4 OBJECTIVE**

- 2.4.1 The objective of this request for proposals is to appoint a service provider with the requisite skills to provide quality assurance and advise that a fair and transparent procurement process to appoint a new NCEMS Operator is undertaken.

## **2.5 DELIVERABLES**

It will be expected of the prospective service provider to:

- 2.5.1 Conduct, review and quality assure the entire bidding process up to the award stage and certify that all was done procedurally and substantively correct during the various processes in accordance with all the requirements determined in the set RFP for the appointment of a NCEMS Operator as well as in compliance with all relevant laws and regulations that the NGB must comply with namely; Public Finance Management Act, 1999,

Treasury Regulations, Supply Chain Management laws and regulations, LPM Regulations etc.

- 2.5.2 Assess the bids submitted as independent observers to ensure compliance with the respective criteria, the Act and the RFP with regards to the appointment of the next NCEMS Operator.
- 2.5.3 Deliver to the Accounting Authority of the NGB an independent report on each aspect of the bidding process which will also include recommendations, advice and guidance.
- 2.5.4 Submit reports twice a month. The format will be discussed and agreed with the successful bidder once a Service Level Agreement is drafted between the NGB and the successful bidder.
- 2.5.5 Appraise the Bid Committees of the bidding process undertaken and express written advice as to whether the process was fair and transparent in accordance with the set RFP with regard to the appointment of the next NCEMS Operator.
- 2.5.6 Attend transition committee meetings between the NGB and the current NCEMS Operator and the next NCEMS Operator to ensure hand over occurs seamlessly. To this end the successful bidder shall provide advice to the Accounting Authority in the form of a report on matters from a legal, risk management, project management, procurement, information technology, auditing and information security and compliance perspective. It is anticipated that transition committee meeting will occur monthly after a contract has been concluded between the NGB and the next NCEMS Operator.

## **2.6 QUALIFICATIONS AND EXPERIENCE OF THE PROSPECTIVE SERVICE PROVIDER**

- 2.6.1 At least ten (10) years working experience **per member/per field** in the various fields of advisory services, with recognized qualifications in law (**must be admitted attorney or admitted Advocate with the bar council**), risk management, project management, procurement, information technology, auditing and information security which would be necessary in these types of matters. Proof of registration with relevant professional bodies in each advisory services field is required.

- 2.6.2 The profile of the bidder and copies of the qualifications and CVs of the bidders and their team members must be included as proof and any foreign acquired qualifications must be endorsed by the South African Qualifications Authority (SAQA) before they can be considered by the NGB.
- 2.6.3 Demonstrate previous experience in similar advisory services by providing three (3) instances of similar work done in the past five (5) years. (Refer to Annexure B).
- 2.6.4 **Comprehensive CV's must be submitted for the lead advisor / team leader and team members with detailed descriptions of their qualifications and experience. Apart from the CV's, the tables in Annexures A, B and C must be completed for each candidate to highlight relevant qualifications, experience, references in rendering quality assurance services and hourly rates.**
- 2.6.5 **Annexure A and B must form part of the Technical Proposal and Annexure C must form part of the Financial Proposal.**
- 2.6.6 Have current technical and logistical capacity to undertake this project.

## **2.7 CONDITIONS OF THE TERMS OF REFERENCE**

- 2.7.1 As a condition for this tender, a detailed project plan detailing how the work will be carried out should be submitted and it must include a detailed work plan.
- 2.7.2 Provide a schedule of deliverables (Gantt Chart) which includes proposed meeting dates with the NGB.
- 2.7.3 The service provider must demonstrate their current technical and logistical capacity to undertake this project.
- 2.7.4 All listed project team members must participate actively including attending the project presentations at the NGB. Each team member's role must be clearly outlined in the project plan.
- 2.7.5 A service level agreement agreed upon must be signed with the successful bidder before work commences.

- 2.7.6 Copyright and Intellectual Property rights to all documentation, reports etc. that emanate from this assignment will vest in the NGB.
- 2.7.7 Compliance with the required qualifications and minimum years' experience as required in paragraph 2.6.1.
- 2.7.8 The NGB reserves the right to vet / conduct security clearance on the proposed team members.
- 2.7.9 Successful bidder will be required to sign a non-disclosure agreement which will survive the termination of the Service Level Agreement.
- 2.7.10 The bidder must submit audited financial statements for their going concern for the past two (2) financial years.
- 2.7.11 The successful bidder of this RFP (all team members included) may not have any relation to or contact with any company / entity / person that placed a bid for the National Gambling board or have been involved in the drafting of the RFP for the appointment of a next NCEMS Operator.
- 2.7.12 The Special Conditions of Contract (SCC) and the General Conditions of Contract (GCC) will form part of this RFP. Bidders are therefore required to initial every page and sign the last page of the SCC and GCC as well as the bid document submitted.

## 2.8 PRICE

- 2.8.1 Provide a detailed **SEPARATE** (itemised) budget quoted in South African currency (ZAR) inclusive of VAT which must be linked to the schedule of deliverables as indicated in 2.7.2 above.
- 2.8.2 The detailed budget together with the attached **SBD 3.3** and **Annexure C** must be placed in an envelope marked **FINANCIAL PROPOSAL**.
- 2.8.3 All other required documents must be placed in an envelope titled **TECHNICAL PROPOSAL**.
- 2.8.4 Bidders are requested to quote a price per day for delivery of the services as well as an hourly rate per team member.

- 2.8.5 Bidders must use the hourly charge-out rates as set out in the **“Guide on Hourly Fee Rates for Consultants”** issued by the Department of Public Service and Administration (DPSA).

## **2.9 THE NGB’s OBLIGATIONS**

- 2.9.1 The NGB project management team will be led by the Project Leader, namely the Chief Technology Officer of the NGB who will supervise the project.
- 2.9.2 The Project Leader from the NGB will serve as the contact person on all matters relating to the project.
- 2.9.3 The Project Leader will review, evaluate and approve the services provided by the consultant against the Service Level Agreement on an on-going basis.
- 2.9.4 The NGB will supply all reasonable, relevant, available data and information required by the terms of reference for the proper execution of the services, and such assistance as shall reasonably be required in carrying out their duties under this contract.
- 2.9.5 The NGB undertakes to ensure that security measures are in place which may include, amongst other things, the control, safeguarding of and dealing with sensitive information (whether such information is in the possession and control, on computers etc.), vetting of those persons dealing with the project and close monitoring of communication and information.

## **2.10 QUALITY ASSURANCE TEAM OBLIGATIONS**

- 2.10.1 The successful quality assurance team undertakes to act as an independent contractor in respect of the work; and should be one service provider and shall bear full responsibility for any sub-contractors.
- 2.10.2 Attend meetings with the NGB whenever required to do so for the purposes of obtaining information or advice with regard to the work and assignments or any matters arising from or in connection thereof;
- 2.10.3 Responsible for its own computers and its own technical literature to adequately perform its functions;

- 2.10.4 Shall exercise all reasonable skill, care and diligence in the execution of the work and shall carry out their obligations in accordance with international professional standards. The quality assurer shall in all professional matters act in good faith to the NGB as well as comply the laws and respect customs of the country and provinces in which any business in relation to the project is conducted;
- 2.10.5 The quality assurer shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered.
- 2.10.6 The quality assurers must plan and provide for all possible risks that may affect the delivery of the project on time and indicate what mechanisms are in place to manage such risks.
- 2.10.7 Engage meaningfully with the NGB staff throughout the project.
- 2.10.8 Be ready to assume work immediately after entering into a service level agreement.
- 2.10.9 The quality assurer shall perform the services and carry out their obligations under the terms of reference with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices and shall observe sound management practices.
- 2.10.10 The quality assurer shall be under a duty of care and always act in good faith/respect of any matter relating to these terms of reference and shall at all times support and safeguard the NGB's legitimate and proper interests in any dealings with personnel or third parties.
- 2.10.11 With regard to conflict of interest, the quality assurer, as consideration for its work under this terms of reference, will only be entitled to receive payments from the NGB and neither the quality assurer nor any person (natural or legal) associated with it shall accept for its benefit or otherwise any remuneration/consideration in the forms including but not limited to trade commission, discount, gifts, payments in kind or financial inducements whatsoever or similar payment in connection with activities pursuant to this terms of reference or the discharge of its obligations in terms of the terms of reference. The quality assurer shall use its reasonable efforts to ensure that personnel and a third party shall neither for itself nor

for the benefit of the quality assurer receive any such additional remuneration.

2.10.12 The quality assurer shall not, during the term of agreement, disclose any propriety or confidential information relating to the project, the services in these terms of reference or the business or operations without the prior written consent of the NGB, unless such disclosure is required by applicable law or legislation. The successful bidder will be required to sign confidentiality documents between the NGB and each member of the quality assurance team.

2.10.13 The quality assurer will be required to work closely with the Chief Technology Officer as Project Leader of the NGB at all stages of the project. Regular meetings / reporting as set out in the Service Level Agreement will be scheduled in Pretoria with the quality assurer in this regard.

2.10.14 Reports should be made available to the NGB as and when requested.

**Annexure A**

**To be completed by lead advisor and team members**

<b>Name</b>	<b>Qualifications</b>	<b>Experience</b>	<b>Referees (3)</b>
			Contact Name: Contact No.:  Contact Name: Contact No.:  Contact Name: Contact No.:



**Annexure B**

**To be completed by lead advisor and team members (minimum of 3 projects)**

<b>1.</b>	<b>Company</b>	
	<b>Project Name</b>	
	<b>Project Type</b>	
	<b>Role on the Project</b>	
	<b>Duration</b>	
	<b>Size of Team</b>	
	<b>No of people Reporting to You</b>	
	<b>Approximate Rand Value of Project</b>	
	<b>Start Date</b>	
	<b>End Date</b>	
<b>Brief Description of the Project</b>		

**Annexure C**

To be completed by lead advisor and team members

**ANNEXURE C MUST BE SUBMITTED WITH THE FINANCIAL PROPOSAL ONLY. FAILURE TO COMPLY HEREWITH WILL INVALIDATE A BID.**

<b>Names of team leader and team members</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>

### 3. PART C: PROCEDURAL REQUIREMENTS

#### 3.1 LEGAL REQUIREMENTS

3.1.1 In its procurement of goods and services, the NGB observes the Constitution of the Republic of South Africa, 1996, Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA), Broad Based Black Economic Empowerment Act, 2003 (Act 53 of 2003) (B-BBEE), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) (PPPFA) and all relevant statutory requirements.

#### 3.2 TENDER SUBMISSION

3.2.1 All prospective bidders **must** be registered on National Treasury's Central Supplier Database (CSD) prior to submission of bids.

3.2.2 Proposals **must** be submitted in 2 separate, clearly marked / labelled and sealed envelopes / packages as follows:

- **Envelope / Package 1 – Technical Proposal:** 1 original plus 5 copies of the original technical proposal and 1 USB containing the technical proposal must be submitted to the NGB.
- **Envelope / Package 2 – Financial Proposal:** 1 original plus 5 copies of the original financial proposal and 1 USB containing the financial proposal must be submitted to the NGB.

3.2.3 Bidders **must** initial on each page, sign and insert a date on the last page of the following documents:

- General Conditions of Contract;
- Special Conditions of Contract (RFP)

3.2.4 Prospective bidders **must not submit** the following documentation as this information will be verified through the CSD:

- 3.2.4.1 Business registration
- 3.2.4.2 Bank account holder information
- 3.2.4.3 In the service of the state status
- 3.2.4.4 Tax Compliance status (tax clearance certificate), **however**, your SARS Tax Pin **must** be submitted.
- 3.2.4.5 Identity Documents of Directors

#### 3.3 BID EVALUATION, ADJUDICATION AND FINAL AWARD

3.3.1 Bids will be **evaluated** in accordance with the **80/20 preference point system** contemplated in the PPPFA.

**3.3.2** The **evaluation of the bids** will be **conducted in four (4) phases**, namely:

**3.3.2.1** Phase 1: Pre-qualification Stage: Administrative and Substantive Responsiveness.

**3.3.2.2** Phase 2: Functional evaluation in accordance with functional requirements of the bid

**3.3.2.3** Phase 3: Price and specific goals evaluation in accordance with the PPPFA

**3.3.2.4** Phase 4: Adjudication of bid and Final Award

**3.3.3** The NGB will evaluate and compare only the Bids determined to be substantially responsive in Phase 1.

**3.3.4** During Phase 2, the NGB will conduct a detailed evaluation of the Bids in order to determine whether the Bidders are qualified and if the functional aspects are substantially responsive to the requirements outlined in the RFP.

**3.3.5** Bidders are required to quote a price and provide a breakdown of the price in the manner and detail called for in the pricing schedules, SBD 3.3 and Annexure C, as well as, of Part B as per par. 2 (PART B) of this RFP.

**3.3.6** The NGB reserves the right to accept or reject any variation, deviation, or alternative offer.

**3.3.7** Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the NGB will not be taken into account in the Bid evaluation.

**3.3.8** The **evaluation process** is broken down into **four (4) phases** as follows:

**3.3.8.1 Phase 1: Pre-Qualification Stage: Administrative and Substantive Responsiveness**

- a) During Phase 1 all bids will be evaluated to ensure compliance with minimum requirements.
- b) Proposals submitted that do not comply with the following, will be considered non-responsive, and will not be considered for evaluation:
  - i. A Bid Proposal that is not in the format prescribed.
  - ii. A Bid Proposal without some or all of the required documents.
  - iii. Pricing schedules not in the required format.
  - iv. Bid proposals that do not include a company resolution authorising a particular person to sign bid documents. Failure to provide such proof of authority to sign the

bidder's proposal will render the bid materially incomplete and thus non-responsive.

- v. Bidders that do not attend the compulsory briefing session. Failure to sign the attendance register in the name of the institution/consortium/company/individual submitting a response to the bid will result in the bid not being considered for further evaluation.
  - vi. Bid Proposals that are not submitted in 2 separate, clearly marked/ labelled and sealed envelopes / packages as follows:
    - **Envelope / Package 1 – Technical Proposal.**
    - **Envelope / Package 2 – Financial Proposal.**
- c) Bids that comply with the minimum requirements will be regarded as responsive and such bids will advance to Phase 2 of the evaluation process.
  - d) Non-responsive bids will not advance to Phase 2 of the evaluation process.

### **3.3.8.2 Phase 2: Functional Evaluation in Accordance with the Functional Requirements of the Bid**

- a) All bids that advance to Phase 2 will be evaluated by the NGB to determine compliance with the functional requirements of the bid.
- b) During Phase 2 all bids will be evaluated for functionality which will account for 100% of the functional evaluation criteria score.
- c) Under Technical Evaluation, bidders who score 70% or higher will qualify for further consideration in Phase 3.
- d) Points will therefore not be awarded for their Price and Specific goals credentials at this juncture in the process.
- e) The percentage scored for functionality shall be calculated as follows:
  - i. Each panel member shall award values for each individual criterion on a score sheet. The value scored for each criterion shall be multiplied by the specified weighting for the relevant criterion to obtain the percentage scored for the various criteria. These percentages should be added to obtain the total score.
  - ii. The percentages of each panel member shall be added together and divided by the number of panel members to establish the

average percentage obtained by each individual bidder for functionality.

- f) The NGB reserves the right, prior to conclusion of Phase 2 of evaluation, to call in bidders that receive a score for technical evaluation of 70% and above, to make a presentation to the NGB.
- g) In such instances, the presentation will be scored using the same functional evaluation criteria that was utilised for technical evaluation.
- h) The scores for presentations will then be calculated for each member as indicated above.
- i) Scores for technical evaluation and presentations will be allocated 50% and 50% percent respectively. Bidders must achieve a combined minimum score of 70% out of 100% on the functionality evaluation in order to advance to Phase 3.
- j) The preparation costs and all expenses associated with presentation will be for the bidders' own account.

**3.3.8.2.1 Evaluation criteria:** All qualifying bids will be evaluated in accordance with the criteria as stipulated in the table below:

Evaluation Criteria	Rating					Weight	Total
	1	2	3	4	5		
The Bids will be evaluated on a scale of 1 – 5 in accordance with the criteria below. The rating will be as follows: 1 = Very poor, 2 = Poor, 3 = Good, 4 = Very good, 5 = Excellent							
<b>1. Functionality</b>							
<b><u>Company information:</u></b>						<b>20</b>	
Bidders are required to provide:							
<ul style="list-style-type: none"> <li>• proof of company registration;</li> <li>• profile of the company;</li> <li>• details relating to capacity and resources within the company;</li> <li>• Past two (2) years' Annual Financial Statements and indicate the company's ability to continue as a going concern; and</li> <li>• any other relevant information.</li> </ul>							

Evaluation Criteria	Rating					Weight	Total
	1	2	3	4	5		
<p><b><u>Company Experience:</u></b></p> <p>Demonstrate previous experience and knowledge of conducting similar services by providing <b>proof of three (3) similar assignments</b> of the same magnitude completed successfully over the past five (5) years.</p> <p><b>Reference letters must be provided</b> to this effect and <b>must</b> include the following minimum information:</p> <ul style="list-style-type: none"> <li>• references must indicate the nature of service provided;</li> <li>• it must be on the letterhead of the referring entity; and</li> <li>• It must indicate the level of satisfaction in relation to services that were received.</li> </ul> <p>Reference letters <u>must</u> be on the <u>letterhead</u> of the entity providing the reference. NB: A list of references will not be accepted.</p> <p>If more than three (3) letters are provided; only the first three (3) letters as contained in the bidder's original bid submission will be considered.</p> <p>The NGB reserves the right to confirm the validity of the letters.</p>						<b>10</b>	
<p>Number of years' experience of the proposed team member in <b>Project management:</b></p> <p>I. 1 – 5 years = <b>1 point</b></p> <p>II. More than 5 years – less than 10 years = <b>2 points</b></p> <p>III. 10 years = <b>3 points</b></p> <p>IV. More than 10 years up to 15 years = <b>4 points</b></p> <p>V. More than 15 years = <b>5 points</b></p>						<b>10</b>	
<p>Number of years' experience of the proposed team member in <b>Law:</b></p> <p>I. 1 – 5 years = <b>1 point</b></p> <p>II. More than 5 years – less than 10 years = <b>2 points</b></p> <p>III. 10 years = <b>3 points</b></p>						<b>5</b>	

Evaluation Criteria	Rating					Weight	Total
	1	2	3	4	5		
IV. More than 10 years up to 15 years = <b>4 points</b> V. More than 15 years = <b>5 points</b>							
Number of years' experience of the proposed team member in <b>Government Procurement</b> :  I. 1 – 5 years = <b>1 point</b> II. More than 5 years – less than 10 years = <b>2 points</b> III. 10 years = <b>3 points</b> IV. More than 10 years up to 15 years = <b>4 points</b> V. More than 15 years = <b>5 points</b>						<b>10</b>	
Number of years' experience of the proposed team member in <b>Information Security</b> :  I. 1 – 5 years = <b>1 point</b> II. More than 5 years – less than 10 years = <b>2 points</b> III. 10 years = <b>3 points</b> IV. More than 10 years up to 15 years = <b>4 points</b> V. More than 15 years = <b>5 points</b>						<b>5</b>	
Number of years' experience of the proposed team member in <b>Risk Management</b> :  I. 1 – 5 years = <b>1 point</b> II. More than 5 years – less than 10 years = <b>2 points</b> III. 10 years = <b>3 points</b> IV. More than 10 years up to 15 years = <b>4 points</b> V. More than 15 years = <b>5 points</b>						<b>5</b>	
Number of years' experience of the proposed team member in <b>Auditing</b> :  I. 1 – 5 years = <b>1 point</b> II. More than 5 years – less than 10 years = <b>2 points</b> III. 10 years = <b>3 points</b>						<b>5</b>	



Evaluation Criteria	Rating					Weight	Total
	1	2	3	4	5		
IV. More than 10 years up to 15 years = <b>4 points</b> V. More than 15 years = <b>5 points</b>							
Number of years' experience of the proposed team member in <b>Information Technology</b> :  I. 1 – 5 years = <b>1 point</b> II. More than 5 years – less than 10 years = <b>2 points</b> III. 10 years = <b>3 points</b> IV. More than 10 years up to 15 years = <b>4 points</b> V. More than 15 years = <b>5 points</b>						<b>10</b>	
Technical adherence to the scope of the work: Effective response to the scope of the work and the bid requirements <ul style="list-style-type: none"> <li><b>Logic and flow of methodology and approach</b></li> </ul> This must include a Gantt Chart as indicated under paragraph 2.7 of the conditions of the terms of reference. (the Gantt Chart <b>must not</b> reflect any financial information related to the total cost of the project that the bidder will propose in terms of the bid price.)						<b>20</b>	
<b>TOTAL POINTS FOR FUNCTIONALITY</b>						<b>100</b>	
<b>A threshold of 70% is applicable</b>							

### 3.3.8.3 Phase 3: Awarding of Points for Price and Specific goals

- a) The bidders that have successfully progressed through to Phase 4 will be evaluated in accordance with the 80/20 preference point system contemplated in the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations 2022.
- b) 80 points will be awarded for price while 20 points will be allocated for preference points for specific goals as prescribed in the regulations.

#### **3.3.8.4 Phase 4: Adjudication and Final Award of Bid**

- a) The Bid Adjudication Committee will consider the recommendations of the evaluation committee and recommend the preferred bidder for appointment by the Accounting Authority.
- b) The successful bidder will usually be the service provider scoring the highest number of points or it may be a lower scoring bid on justifiable grounds or no award at all.

## 4 PART D: SPECIAL CONDITIONS OF CONTRACT

### 4.1 GUIDELINES ON COMPLETION

- 4.1.1** Bidders must indicate compliance or non-compliance in a paragraph in each section. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box.
- 4.1.2** If the contents of the paragraph only need to be noted, please mark the NOTED box.
- 4.1.3** The bidder must clearly state if a deviation from these requirements is offered and the reason therefore.
- 4.1.4** If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission.
- 4.1.5** Should bidders fail to indicate agreement / compliance or otherwise, the NGB will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid.
- 4.1.6** Bids not completed in the required manner will be considered incomplete and thus rejected.

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
<b>1. GENERAL CONDITIONS OF CONTRACT</b>					
1.1	The General Conditions of Contract must be signed.				
<b>2. SPECIAL CONDITIONS</b>					
2.1	During the evaluation of the bids, additional information may be requested in writing from bidders. Replies to such requests must be submitted within two (2) working days or as otherwise indicated. Failure to comply may lead to your bid being disregarded.				
<b>3. BIDDERS RESPONSE</b>					
3.1	All bidders will be required to provide a response to the Bid and submit their organisation's complete profile.				
3.2	Bidders will be held to their bids submitted.				
<b>4. USE AND PROCESSING OF PERSONAL INFORMATION</b>					
4.1	All bidders, including their personnel (as data subjects), hereby consent to the processing of personal information for the completion of the tender process and confirms that:				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
4.1.1	the personal information is supplied voluntarily, without undue influence from any party and not under any duress;				
4.1.2	the personal information which is supplied herewith is mandatory for the purposes of this tender process and without such personal information, the NGB would not be able to evaluate the bid proposal;				
4.1.3	they are aware of the right to access personal information at any reasonable time for purposes of rectification thereof;				
<b>5. CONFIDENTIALITY</b>					
5.1	The bid and all related information shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
5.2	All bidders are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding the NGB or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval of the Accounting Authority or the delegated official of the NGB.				
<b>6. DISPUTE RESOLUTION</b>					
6.1	Any dispute arising from this RFP shall be communicated to the NGB within seven (7) working days from the publication of this RFP.				
6.2	Any disputes arising in relation to this RFP, the evaluation and/or the adjudication of the RFP or any other matter stemming from the RFP shall be adjudicated in terms of South African law, which law shall be the law governing the RFP, and any disputes arising shall be resolved via an arbitration process conducted by an independent arbitrator provided that nothing in this RFP shall preclude any party from seeking urgent interim relief from any South African courts.				
6.3	The arbitration award shall be final and binding on the parties to the dispute and the arbitrator shall have the right to determine the costs for each party to the dispute.				
<b>7. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>					
7.1	Copyright of all documentation relating to this assignment belongs to the NGB. The successful bidder(s)				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
	may not disclose any information, documentation or products to other clients without the written approval of the Accounting Authority or the person delegated of the NGB.				
7.2	All the intellectual property rights arising from the execution of this Agreement remain with the NGB who shall be entitled to cede and assign such and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
7.3	In the event that the service provider would like to use any information or data generated in terms of the services rendered, the prior written permission must be obtained from the NGB.				
7.4	The NGB shall own all material produced by the service provider during the course of or as part of rendering the services.				
7.5	Clause 5 shall survive termination of this Agreement.				
<b>8. COST STRUCTURE &amp; PROJECT PLAN</b>					
	The bid price shall be based on the actual cost of time spent and expenses incurred. In this regard, the following information shall be provided:				
8.1	The estimated time to be spent on the project.				
8.2	The hourly charge-out rates as set out in the "Guide on Hourly Fee Rates for Consultants" issued by the Department of Public Service and Administration (DPSA).				
8.3	The bid price for the project, inclusive of VAT.				
<b>9. PAYMENTS</b>					
9.1	No advance payments will be made in respect of this bid. Payments shall be made in terms of the deliverables as agreed upon and shall be made strictly in accordance with the prescripts of the PFMA (Public Finance Management Act, 1999. Act 1 of 1999).				
9.2	The contractor shall from time to time, during the duration of the contract, invoice the NGB for the services rendered. No payment will be made to the contractor unless an invoice complying with section 20 of VAT Act, 1991 (Act 89 of 1991) has been submitted to the NGB.				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
9.3	Payment shall be made into the bidder's bank account normally within 30 days of receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).				
9.4	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 applicable law.				
9.5	Prices charged by the bidder for goods delivered or services rendered under the contract shall not vary from the prices quoted by the bidder, with the exception of any price adjustments relating to rate of exchange or other unforeseen or incidental services (valid proof must be submitted).				
<b>10. NON-COMPLIANCE WITH DELIVERY TERMS</b>					
10.1	The successful bidder must ensure that the work is confined to the scope as defined and agreed to. As soon as it becomes known to the contractor that they will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, the NGB must be given immediate written notice to this effect. The NGB reserves the right to implement remedies as provided by the law.				
<b>11. WARRANTS AND SECURITIES</b>					
	The bidder warrants that:				
11.1	It is able to conclude this Agreement to the satisfaction of the NGB subject to selection as the preferred bidder.				
11.2	Although the bidder will be entitled to provide services to persons other than the NGB, the bidder shall not without the prior written consent of the NGB, 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 the services to the NGB.				
11.3	The successful bidder (company, directors or members and project team shall be subjected to a security screening/ vetting process conducted by the NGB or a service provider appointed by the NGB, if necessary.				
11.4	In the event the successful bidder sub contacts, the sub-contractor appointed to render services in respect to this bid may be subjected				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
	to the security screening / vetting process conducted by the NGB or a service provider appointed by the NGB, if necessary.				
11.5	A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher points for specific goals than the person concerned, unless the contract is subcontracted to an EME or QSE that has the capability and ability to execute the subcontract.				
<b>12. PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>					
12.1	The waiver (whether express or implied) by any Party of a condition of contract and/or any breach of the terms or conditions of this Agreement 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.				
10.2	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 Agreement 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.				
<b>13. RETENTION</b>					
13.1	Upon completion of the project and /or termination of the agreement, the successful bidder shall on demand hand over to the NGB all documentation, information, software, etc., without the right of retention.				
13.2	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.				
<b>14. COSTS</b>					
14.1	The bidder will bear all the costs associated with the preparation of the response and no costs or expenses incurred by the bidder will be borne by the NGB.				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
<b>15. CANCELLATION OF BID</b>					
	The NGB may, prior to the award of the bid, have the right to cancel the bid if:				
15.1	Due to changed circumstances, there is no longer a need for the service; or				
15.2	Funds are no longer available to cover the part and/or total envisaged expenditure; or				
15.3	No acceptable bids are received.				
15.4	The NGB reserves the right to withdraw this bid, to amend the term or to postpone this work by email notice to all parties who have received this RFP document or via notice published on the NGB's website and/or the National Treasury's e-Tender Portal.				
<b>16. SUBMISSION OF BIDS</b>					
16.1	<p><b>Proposals must be submitted in 2 separate, clearly marked / labelled and sealed envelopes / package as follows:</b></p> <p><b>I. <u>Envelope / Package 1 – Technical Proposal:</u></b> 1 original plus 5 copies of the original technical proposal and 1 USB containing the technical proposal must be submitted as indicated below; and</p> <p><b>II. <u>Envelope / Package 2 – Financial Proposal:</u></b> 1 original plus 5 copies of the original financial proposal and 1 USB containing the financial proposal must be submitted as indicated below.</p> <p><b><u>Both Envelopes / Packages must be hand delivered to:</u></b>  National Gambling Board  1085 Fracis Baard Street  Hatfield  Pretoria  0028</p> <p><b><i>NB: Bidders are to indicate on the cover of each document whether it is the original or a copy.</i></b></p>				
16.2	<p>Bids should be in 2 sealed envelopes / packages (as indicated in 16.1), <u>marked</u> with:</p> <ul style="list-style-type: none"> <li>- Technical Proposal; or Financial Proposal, as applicable;</li> <li>- Bid number <b>NGB 005 (2023/2024);</b></li> <li>- Bid name / description; and</li> <li>- The name and address of the</li> </ul>				



NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
	bidder Closing date and time ( <b>18 April 2024 at 11H00 CAT</b> )				
<b>17. LATE BIDS</b>					
17.1	Late submissions will not be accepted. A submission will be considered late if it arrived only one second after 11H00 or any time thereafter. Bids that are submitted after the closing date and time will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids are hand-delivered to the NGB's reception and recorded on a bid register.				
<b>18. COMPULSORY BRIEFING SESSION, COMPULSORY SITE INSPECTION AND CLARIFICATIONS</b>					
18.1	There will be a compulsory briefing session held on <b>03 April 2024</b> at 11H00 Central African Time (CAT) at 1085 Francis Baard Street, Hatfield, Pretoria, 0028. The <b>deadline</b> for queries is <b>05 April 2024 at 16H00</b> .				
18.2	Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning this bid, is to be requested in writing to the <b>Procurement Practitioner</b> of the NGB. The bid number should be mentioned in all correspondence.				
<b>19. FORMAT OF BIDS</b>					
19.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposals should be concise, written in plain English and simply presented. Proposals must be in the same order as indicated in 19.2 and 19.3 below.				
19.2	<b>Financial Proposal</b> – the following documents/information must be placed in an envelope / package marked "Financial Proposal": i. Cost breakdown of the project ii. Total value of the project over the stated period iii. Completed SBD 3.3 and Annexure C				
19.3	<b>Technical Proposal</b> - the following documents/information must be placed in an envelope marked "Technical Proposal":				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
	<p>i. Response to the Terms of Reference, ensuring that all the aspects of the Evaluation Criteria are clearly covered. Value-adds must be separately labelled as such;</p> <p>ii. Acknowledgement and response to the Evaluation Criteria and Special Conditions of Contract;</p> <p>iii. Company profile;</p> <p>iv. Three (3) reference letters;</p> <p>v. Completed SBD forms <b>(excluding SBD 3.3 and Annexure C)</b> and General Conditions of Contract <b>(the General and Special Conditions of Contract must be initialled on each page and signed fully and dated on the last page);</b></p> <p><b>In summary the following information will be required under the technical proposal:</b></p> <p>1. Bidders' response to Parts A, B, C, and D of the RFP; <u>and</u></p> <p>2. Bidders' response to the RFP on the following aspects of Part E must only be included:</p> <p>a) SBD 1;</p> <p>b) SBD 4; and</p> <p>c) SBD 6.1</p>				
<b>20. PRESENTATIONS</b>					
20.1	The NGB reserves the right to invite bidders for presentations before awarding the bid.				
20.2	Bidders will be given a minimum of three (3) days' notification where presentation will be required.				
<b>21. NEGOTIATION</b>					
21.1	The NGB has the right to enter into negotiation with a prospective bidder regarding any terms and conditions, including price(s) of a proposed contract.				
21.2	Similarly, the NGB reserves the right not to select any of the prospective bidders submitting proposals.				
21.3	The NGB shall not be obliged to accept the lowest of any quotation, offer or proposal.				
21.4	All bidders will be informed whether they have been successful or not.				
21.5	A contract will only be deemed to be concluded when reduced to writing in form of a service level agreement signed by the designated responsible persons of both parties.				

NO.	CONDITIONS	CONFIRMATION			
		YES	NO	NOTED	IF NO, INDICATE DEVIATION
21.6	Documents submitted by bidders will not be returned.				
<b>22. DOMICILIUM</b>					
22.1	The NGB hereto choose domicilia citandi et executandi for all purposes of and in connection with the final contract as follows: National Gambling Board 1085 Francis Baard, Hatfield Pretoria, 0028				

**SIGNATURE OF BIDDER:**

**(Delegated official)**

## 5 PART E: BIDDING DOCUMENTS (SBD FORMS)

The attached Standard Bidding Documents (SBD forms) form part of the bid documents and must all be completed or adhered to.

### PART A– INVITATION TO BID

**SBD 1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL GAMBLING BOARD (NGB)					
BID NUMBER:	NGB 005(2023/2024)	CLOSING DATE:	18 April 2024	CLOSING TIME:	11:00 CAT
DESCRIPTION	APPOINTMENT OF A QUALITY ASSURANCE TEAM TO PROVIDE INDEPENDENT AND EXPERT ADVICE TO THE ACCOUNTING AUTHORITY ON THE PROCUREMENT PROCESS FOR THE NEXT NATIONAL CENTRAL ELECTRONIC MONITORING SYSTEMS OPERATOR				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The National Gambling Board					
1085 Francis Baard Street					
Hatfield					
Pretoria					
0028					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Procurement Practitioner		CONTACT PERSON	Procurement Practitioner	
TELEPHONE NUMBER	010 003 3475		TELEPHONE NUMBER	010 003 3475	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:scm@ngb.org.za">scm@ngb.org.za</a>		E-MAIL ADDRESS	<a href="mailto:scm@ngb.org.za">scm@ngb.org.za</a>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE	MAAA

			No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE (Professional Services) SBD 3.3**

Appointment of a quality assurance team to provide independent and expert advice to the Accounting Authority on the procurement process for the next National Central Electronic Monitoring Systems Operator

BID NUMBER: <b>NGB 005 (2023/2024)</b>	CLOSING DATE: <b>18 April 2024</b>
CLOSING TIME: <b>11H00 (CAT)</b>	

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

\*\* (ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project

R\_\_\_\_\_ (TOTAL BID PRICE FOR A PERIOD OF TWENTY-FOUR MONTHS)

PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE IN TERMS HEREOF)

3. PERSON AND POSITION	HOURLY RATE	DAILY RATE
_____	R_____	_____
_____	R_____	_____
_____	R_____	_____
_____	R_____	_____

4. PHASES ACCORDING TO WHICH THE PROJECT WILL BE, COST PER PHASE AND MAN-DAYS TO BE SPENT

_____	R_____	_____ days
_____	R_____	_____ days
_____	R_____	_____ days
_____	R_____	_____ days

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

5.1 Travel expenses (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.

DESCRIPTION OF EXPENSE TO BE INCURRED RATE QUANTITY AMOUNT

_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____

**TOTAL: R\_\_\_\_\_**

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

DESCRIPTION OF EXPENSE TO BE INCURRED RATE QUANTITY AMOUNT

_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____

**TOTAL: R\_\_\_\_\_**



Period required for commencement with project after acceptance of bid

---

Are the rates quoted firm for the full period of contract?

YES/NO

If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

---

Any queries regarding bidding procedures and technical information may be directed to:

Name : Procurement Practitioner

Email : [scm@ngb.org.za](mailto:scm@ngb.org.za)

---

## **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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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

---

<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.

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

3.1 I have read and I understand the contents of this disclosure;

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

---

<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.

will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature Date

.....  
Position Name of bidder

---

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

- 2.1 **“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;
- 2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 2.4 **“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
- 2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- 2.6 **“All applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.7 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.8 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.9 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **“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.
- 2.11 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
  - (2) who is a female; and/or
  - (3) who has a disability:  
provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.
- 2.12 **“Lowest acceptable tender”** means a tender that complies with all specifications

and conditions of tender and that has lowest price compared to other tenders.

- 2.13 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.14 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.15 **“Person”** includes reference to a juristic person.
- 2.16 **“Person with Disability”** are persons who have a long-term or recurring physical or mental impairment, which substantially limits their prospects of entry into, or advancement in employment.
- 2.17 **“Price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- 2.18 **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- 2.19 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.20 **“Specific goals”** means the goals as stipulated in the Preferential Procurement Regulations 2022.
- 2.21 **“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.
- 2.22 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.23 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. **ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE**

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

#### 4. ADJUDICATION USING A POINT SYSTEM

- 4.1 A maximum of 20 or 10 points may be awarded to a tenderer for the specific goals for the tender.
- 4.2 The points scored for the specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- 4.3 Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.
- 1.4 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 1.5 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for specific goals, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 1.6 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

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

##### 5.1 POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

##### POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$



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

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

## 6. POINTS AWARDED FOR SPECIFIC GOALS

- 6.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 6.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.
- 6.3 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust. Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6 A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher points for specific goals than the person concerned, unless the contract is subcontracted to an EME or QSE that has the capability and ability to execute the subcontract.

**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.)***

<b>SPECIFIC GOAL</b>	<b>ACHIEVEMENT LEVEL</b>	<b>TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED <u>(90/10 SYSTEM)</u></b>	<b>TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED <u>(80/20 SYSTEM)</u></b>
Persons historically disadvantaged on the basis of race	100% black ownership	4	8
	75% - 99% black ownership	3	6
	60% - 74% black ownership	2	4
	51% - 59% black ownership	1	2
	0 – 50% black ownership	0	0

<b>SPECIFIC GOAL</b>	<b>ACHIEVEMENT LEVEL</b>	<b>TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED <u>(90/10 SYSTEM)</u></b>	<b>TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED <u>(80/20 SYSTEM)</u></b>
Persons historically disadvantaged on the basis of gender (ownership by women)	100% black women ownership	2.5	5
	75% - 99% black women ownership	2	4
	60% - 74% black ownership	1.5	3
	51% - 59% black women ownership	1	2
	0 – 50% black women ownership	0	0

<b>SPECIFIC GOAL</b>	<b>ACHIEVEMENT LEVEL</b>	<b>TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED <u>(90/10 SYSTEM)</u></b>	<b>TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED <u>(80/20 SYSTEM)</u></b>
Persons historically disadvantaged on the basis of disability	100% disabled ownership	2	4
	75% - 99%	1.5	3
	51% - 74% disabled ownership	1	2
	0% – 50% disabled ownership	0	0

SPECIFIC GOAL	ACHIEVEMENT LEVEL	TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED <u>(90/10 SYSTEM)</u>	TOTAL NUMBER OF POINTS THAT MAY BE CLAIMED <u>(80/20 SYSTEM)</u>
RDP goals:  Business enterprises which are classified as SMMEs (EMEs or QSEs)	Yes	1.5	3
	No	0	0

- 6.7 A tenderer must submit CIPC registration documents as proof of ownership.
- 6.8 Points for persons historically disadvantaged on the basis of disability must be substantiated by a medical assessment report from an accredited medical practitioner. The medical assessment report must not be older than a year at the closing date of the tender or RFQ.
- 6.9 A tenderer must submit proof of its B-BBEE status level of contributor to substantiate a claim for RDP goals.
- 6.10 A tenderer failing to submit proof of specific goals shall not be disqualified but will score points out of 80 for price; and shall score 0 points out of 20 for specific goals.
- 6.11 Failure on the part of a tenderer to submit proof or documentation required to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 6.12 The NGB 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 NGB.

**7. BID DECLARATION**

7.1 Bidders who claim points in respect of specific goals must complete the following:

The specific goals allocated points in terms of this tender	Number of points claimed <u>(90/10 system)</u> (To be completed by the tenderer)	Number of points claimed <u>(80/20 system)</u> (To be completed by the tenderer)
Persons historically disadvantaged on the basis of <b>race</b>		

Persons historically disadvantaged on the basis of <b>gender</b> (ownership by women)		
Persons historically disadvantaged on the basis of <b>disability</b>		
<b>RDP goals:</b> Business enterprises which are classified as SMMEs (EMEs or QSEs)		

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) Number of points claimed for specific goals .....
- iv) Whether the sub-contractor is an EME or QSE.

*(Tick applicable box)*

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

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

9.1 Name of company/firm.....

9.2 Company registration number: .....

9.3 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

**TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?**

\_\_\_\_\_

**9.4 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 7.**

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

\*Indicate YES or NO

**9.5 Consortium / Joint Venture**

9.5.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.4)	Percentage (%) of the contract value managed or executed by the HDI member

I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify

that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**GENERAL CONDITIONS OF CONTRACT**

Refer to Annexure D