National Student Financial Aid Scheme

REQUEST FOR PROPOSAL

APPOINTMENT OF PANEL OF FIRMS TO CONDUCT INTERNAL AUDIT SERVICES, COMBINED ASSURANCE SERVICES AND RISK MANAGEMENT SERVICES AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 5 YEARS.

Date issued	18 November 2026	RFP number:	SCMN004/2026-27
Closing Date:	11 December 2026	Closing Time:	11:00AM

NSFAS
National Student Financial Aid Scheme

INVITATION TO BID (SBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATONAL STUDENT FINANCIAL AID SCHEME (NSFAS)					
BID NUMBER:	**SCMN004/2026-27**	CLOSING DATE:	**11 DECEMBER 2026**	CLOSING TIME:	**11:00AM**
DESCRIPTION	**APPOINTMENT OF PANEL OF FIRMS TO CONDUCT INTERNAL AUDIT SERVICES, COMBINED ASSURANCE SERVICES AND RISK MANAGEMENT SERVICES AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 5 YEARS.**				

BID RESPONSE DOCUMENTS MUST BE PHYSICALLY DEPOSITED IN THE TENDER BOX SITUATED AT THE ADDRESS BELOW:

The Halyard Building, Ground floor, 4 Christiaan Barnard Street, City Centre, Cape Town, 8001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**SCM**	CONTACT PERSON	**SCM**
TELEPHONE NUMBER	**087 5009 380**	TELEPHONE NUMBER	**087 5009 380**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**SCM@NSFAS.ORG.ZA**	E-MAIL ADDRESS	**SCM@NSFAS.ORG.ZA**

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

National Student Financial Aid Scheme

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.	**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:

1. PURPOSE

The objective of this bid is to appoint a panel of suitable qualified and independent service providers to augment the capacity of the National Student Financial Aid Scheme (NSFAS) Internal Audit, Combined Assurance and Risk Management teams. The appointed panel will provide NSFAS with specialised continuous auditing, internal audit services, combined assurance, Information Technology (ICT) audit and risk management services for a period of five (5) years on as and when required basis.

The panel is required to support NSFAS in delivering its approved Internal Audit Plan, Combined Assurance Plan, and Risk Management Plan strengthening internal controls, enhancing assurance activities, and improving the organisation's overall risk management capability level.

2. BACKGROUND

The National Student Financial Aid Scheme (NSFAS) is a schedule 3A public services entity operating under the stewardship of the Department of Higher Education, Science and Innovation. The mandate of the NSFAS is to provide financial aid to all eligible public universities and Technical and Vocational Education and Training (TVET) college students from poor and working-class families in line with the NSFAS Act (Act No. 56 of 1999). NSFAS is located at 4 Christiaan Barnard Street, City Centre, Cape Town.

NSFAS Internal Audit provides internal audit services across all its departments to ensure that independent assurance is provided on all core operations, and the systems of internal control that support delivery of organisational strategy.

The Risk Management department seek for risk management services in line with risk management plan and fraud prevention plan including anti-fraud awareness materials and investigations.

In terms of the Public Finance Management Act (PFMA), Act No 1 of 1999, as amended, NSFAS should have an effective internal audit function under the control and direction of an Audit & Risk Committee. The function should also comply with the Institute of Internal Auditors' (IIA) standards and Information System standards.

To meet legislative and stakeholder requirements as well as its primary objective, the department has prepared a three-year internal audit strategic plan and a one-year operational plan. However, the Internal Audit department does not have enough internal resources and capacity to conduct Information Technology audit, continuous auditing, combined assurance, and internal audit services per the approved annual plan. NSFAS requires co-sourced assistance in relation to Information Technology and Operational audit assignments. The co-sourced service will be required to complement the capacity and skills of the Internal Audit department.

Internal Audit & Risk Management reports administratively to the Chief Executive Officer (CEO) and functionally to the Audit & Risk Committee (ARC).

3. FUNCTIONAL SPECIFICATION/ SCOPE OF WORK

The bidders are required to select the area of expertise from the three (3) categories listed below. Successful service providers will be required to perform any combination of the following services:

CATEGORY NO	CATEGORY DESCRIPTION	SELECTION (TICK)
1	Internal Audit	
2	Risk Management	
3	Combined Assurance	

SPECIALISATION AREA	DETAILS OF SERVICE (BUT NOT LIMITED TO)	BIDDER TO INDICATE BY USING A X WHICH AREA OF SPECIALISATION.
Internal Audit	• Provide annual internal audit plan activities including, but not limited to Compliance Audit, Combined Assurance, Continuous Audit, Student accommodation Audit and Payment system Audit. • Development of the internal audit methodology in line with the internal audit standards. • Provide computer (IT) auditing including, but not limited to, General IT Control reviews, Application Control reviews, cyber security, and business continuity reviews. • Perform risk-based internal audit, control and compliance reviews in terms of the proposed internal audit plan in accordance with the NSFAS Internal Audit Methodology and templates. • Perform audits in compliance with the Global Internal Audit Standards issued by the Institute of Internal Auditors (IIA) • When performing the audits, must ensure objectivity and independence.	

	• For every audit, the Internal Auditors must declare their independence and objectivity. • Compliance Audits (laws, regulations, policies and procedures). • Ensure that line management is fully aware of the implications of the audit findings on business operations and the subsequent recommendations. • Provide a final report on the outcome and findings of audits, including recommendations and agreed management corrective action for internal audit follow-up in accordance with the NSFAS Internal Audit methodology. • Provide internal audit projects. • Provide value-added services to management on how to improve the internal control environment. • Provide data analytical support where possible on all engagements where sufficient data sets are used as the population for sampling. • Provide skills transfer plan for the identified Internal Audit staff including how the bidder will work together with the NSFAS Internal Audit Lead during the audits. • Submission of reports on completion of each audit engagement to the Internal Audit Lead. • Identify defects in the internal controls, which might result in possible malpractices, fraud and irregularities. • Conduct investigations into allegations of fraud, corruption, theft, bribery, collusion, and financial misconduct involving students, employees, service providers, institutions, or third parties • Detecting Financial Irregularities - Identify suspicious transactions, duplicate payments, unauthorized changes to beneficiary data, payment manipulation, and misuse of NSFAS funds.	
Risk Management	• Develop applicable risk management documents (ERM Policy, Strategy, Risk Appetite and Tolerance Policy, Fraud Prevention policy, Fraud Prevention Plan, Whistleblowing Policy, and Combined Assurance Policy) for approval by the Audit & Risk Committee and Board. • Develop Risk Register in line with organisational mandate and strategy, consistent with the processes in the ERM Framework. • Engage NSFAS staff, members of the management team where applicable and when required to obtain an	

	understanding of our business and the potential risk, categories, risk capacity, risk tolerance and risk appetite. • Conduct facilitated risk identification and assessment sessions with staff across the organisation. • Document all risks identified in the facilitated risk workshop sessions into a complete risk's registers (strategic risks register, operational risks register, ICT register, Fraud risk register and Project risk register). In addition, this should include applicable root-causes, consequences of those risks, Controls, action plans, and due dates. • Identify key performance indicators for all risks. • Develop a Risk Dashboard or applicable risk report for periodic reporting of risk status or risk matters to the Management Committee, Audit & Risk Committee and the Board. • Assist in the identification of critical processes and critical controls for continuous monitoring and audit evaluation. • Conduct agreed-upon procedures at the various Universities and TVET Colleges throughout the country. • Prepare combined assurance plan, combined assurance policies, and combined assurance progress report.	
Combined Assurance	• Development of a combined assurance framework • Development and implementation of the combined assurance plan in line with the top risks facing NSFAS. • Prepare a combined assurance report for management and oversight structures on a periodic basis.	

Please note: Bidders will be required to do work in all the nine (9) provinces in the Republic of South Africa.

4. EVALUATION METHOD

4.1. The table below summarizes the steps that NSFAS will follow to evaluate bidders' proposals.

PHASE	DESCRIPTION
Phase 1: Administrative Screening	The bidding proposal will be screened for compliance with administrative requirements as indicated below. Bidders are required to submit the administrative documents
Phase 2: Mandatory requirements evaluation	All bids must comply with the mandatory requirements and failure to comply with any of these requirements will immediately disqualify the bid. Bidders who pass the mandatory requirements evaluation will proceed to be evaluated for the functional evaluation.
Phase 3: Technical - Functional evaluation criteria	Bidders are required to achieve a combined minimum score of 70% for the evaluation criteria to be evaluated for Phase 4: Presentation of the solution.
Phase 4: Objective Criteria	Preferential procurement policy framework act, 2000 award of contracts to tenderers not scoring highest points. Please refer to section 6 for objective criteria applicable to this bid. The objective criteria may only be applied under certain conditions as stipulated in section 6 of this bid.

4.2. Phase 1: Administrative Screening

4.2.1. The bidding proposal will be screened for compliance with administrative requirements as indicated below. Bidders are required to submit the administrative documents.

NO.	ADMINISTRATIVE REQUIREMENTS	CHECK/COMPLIANCE
1	SCM - SBD 1 - Invitation to Bid	Completed and signed
2	SCM - SBD 2 - Tax Clearance Certificate Requirements	SARS PIN
3	National Treasury Central Supplier Database	CSD registration number & CSD full report
4	SCM – NEW SBD 4 - Declaration of Interest	Completed and signed
5	Signed company resolution to submit a tender	Signed letter by delegated authority
6	Letter from Bank confirming banking details (not older than 3 months from date of closing date of tender)	Letter from the bank submitted

4.3. Phase 2: Mandatory requirements evaluation

4.3.1. It is recommended that the following table must be completed by the bidder for each requirement by answering YES OR NO and attach proof. If bidder tick “YES”, they must submit evidence of required document to prove ownership or availability of such information.

4.3.2. Only bidders who achieve a “Yes” for all mandatory requirements and provided sufficient information for each line item will proceed for evaluation on Phase 3: Technical - Functional evaluation criteria.

NO.	MANDATORY REQUIREMENT	YES /NO PAGE REFERENCE PER BID PROPOSAL
1	**Internal Audit** The **Auditors assigned** must be registered with Institute of Internal Auditors South Africa (IIA SA), and or South African Institute of Chartered Accountants SAICA, **AND** Information Systems Auditor (CISA) qualification for information systems audit. Please note bidders may provide separate auditors that are registered with SAICA or CISA	***Select*** ***(Yes) or (No)*** ***Submit Proof of registration for both Internal Auditor and information system auditor***
2	**Combined Assurance** The **Auditors assigned** must be registered with Institute of Internal Auditors South Africa (IIA SA), and or South African Institute of Chartered Accountants SAICA.	***Select*** ***(Yes) or (No)*** ***Submit Proof of registration***
3	**Risk Management** The Risk Practitioners assigned to risk activities must be registered with the Institute of Risk Management South Africa (IRMSA) and or Institute of Internal Auditors South Africa (IIA SA).	***Select*** ***(Yes) or (No)*** ***Submit Proof of registration***
4	**Transfer of skills plan** Bidders are required to submit a 12-month skills transfer of plan for NSFAS staff and other identified stakeholders. The plan must provide at least transfer of skills training plan with activities, timelines, transfer of skills arears in line with project scope provided in the bid documents.	***Select*** ***(Yes) or (No)*** ***Submit transfer of skills plan***

5	**Registration on National Treasury Central Supplier Database (CSD)** Bidders are required to be registered on National Treasury CSD before or on closing date of the bid and submit CSD full report showing the company CSD registration number and company details or provide valid CSD registration number. Bidders who are not registered on CSD before or on closing date will be disqualified.	
IMPORTANT NOTE	Bidders that specialize in Internal Audit, Combined Assurance and Risk Management must provide proof of professional registration for the members that will be assigned to the internal audit, risk management and combined assurance work. **Important Note**: Bidder must comply and submit required professional registration for each category selected on requirement 1,2 and 3 listed above. However, requirements 4 and 5 are applicable to all bidders.	

4.4. Phase 3: Technical - Functional Evaluation

4.4.1. Only bid proposals that meets phase one (1) and phase two (2) will be evaluated on technical-functional evaluation criteria.

Element	Weight
Reference letters	30
Resource experience	30
Methodology and approach	10
Professional Designation	30
TOTAL	**100%**

4.4.2. The bidder must score a minimum average of 70% during Phase 3 (technical-functional) of the evaluation to qualify for Phase 4 of the evaluation will be considered. Should a bidder score less than 70% on functionality criteria, the bidder will be disqualified.

	PHASE 3			
NO	**GUIDELINES FOR CATEGORY CRITERIA**	**FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)**		**WEIGHT**
1	**COMPANY EXPERIENCE:** Provide contactable reference letters of relevant internal audit experience of the company in the public sector within the last Ten (10) years with the tender amount. The letters must for completed projects. Reference letter(s) must indicate experience in the selected category in order to be considered. The letter must indicate experience in: ***-Internal Audit or*** ***-Combined Assurance or*** ***-or Risk Management*** No point will be allocated if the reference letter is not relevant to the selected category. **The letter(s) must be in the client's letterhead, indicating the details of the project/s. The letter must be signed by the client and must have contact details.** Purchase orders/appointment letters/contracts will not be accepted.	**COMPANY EXPERIENCE – REFERENCE LETTERS**	Indicator	**30**
		Four (4) Reference Letters or above	30	
		Three (3) Reference Letters	25	
		Two (2) Reference Letters	15	
		One (1) Reference Letter	05	
	Firm resource team: Resource team must be appropriately qualified and experienced in Internal Audit or Combined Assurance or Risk Management process.	The qualification and experience of the personnel proposed to provide these services in areas of expertise. (Internal Auditor, Combined Assurance or and Risk Management areas or each area of expertise).	Indicator	**30**

	PHASE 3			
NO	**GUIDELINES FOR CATEGORY CRITERIA**	**FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)**		**WEIGHT**
2	Nominated human resource in this section must be a different from personnel nominated under mandatory requirement in 4.3.2. Bidders must submit CV(s) of nominated personnel demonstrating minimum of 10 years' experience in the selected field.	A minimum of 10 years of experience at an executive level in Internal Audit, Combined Assurance / Risk Management (including compilation of Internal Audit Plan and Implementation/ report/Combined Assurance Plan and Implementation/ Risk Management Plan/Report)	30	
		A minimum of 5 years at the Senior Management level in Internal Audit, Combined Assurance and Risk Management, or similar services (including compilation of Internal Audit Plan and Implementation/ report/Combined Assurance Plan and Implementation/ Risk Management Plan/Report)	25	
		A minimum of 3-year experience in Internal Audit, Combined Assurance and Risk Management or similar services (including compilation of Internal Audit Plan and Implementation/ report/Combined Assurance Plan and Implementation/ Risk Management Plan/Report)	15	
		Internal Auditors, or Combined Assurance or Risk Practitioners with less than 3 years' or irrelevant experience.	0	
3	The bidder must provide a detailed proposal clearly stating how the bidder plans to provide the service and how performance will be monitored, measured, and reported. This should be phased over five years. The methodology and approach must be based on selected category. If bidder selected all three categories, methodology	**Methodology and approach**	Indicator	**10**
		A clear proposal that includes Internal Audit, Combined Assurance, and Risk Management risk-based audit services and ICT audit services.	10	
		The proposal provides a step-by-step explanation of the process; however, it is missing some project scope key areas and appears to focus on only one area.	5	

	PHASE 3			
NO	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	and approach must address all three categories selected.	Did not provide project methodology and approach or provided irrelevant project methodology which is not inline with project scope of the selected category.	0	
4	Only certified copies of qualifications which are not older than 3 months prior to the closing date of the tender must be submitted. Failure to submit certified copies of qualifications will result in no points being allocated. Personnel listed in this section must be similar personnel nominated under Firm resource team on paragraph 2 of this evaluation criteria.	**Professional Designation and qualification**	Indicator	**30**
		Partner / Director as a Partner / Director is a Certified Internal Auditor (CIA) and/ or Chartered Accountant.	30	
		Senior Manager is a Certified Internal Auditor (CIA) and Chartered Accountant.	20	
		Manager: Honours degree/Post Graduate Diploma in Internal Auditing or Risk Management.	10	
		No qualification or irrelevant qualification or uncertified qualification	00	
	TOTAL POINTS ON FUNCTIONALITY			**100%**

5. Price and Specific Goals (Not for the purpose of evaluating who will be part of the panel but will be used when deciding who be appointed for each request)

5.1.1. Only bid proposals that meet phase one (1), two (2), three (3), four (4) and five (5) will be evaluated for this phase of evaluation.

5.1.2. All RFP proposals received that achieves the RFP requirements will be evaluated further in terms of the 80/20 Price and Specific Goals. A maximum of 80 points will be allocated for Price, and a maximum of 20 points will be allocated for Specific Goals.

5.1.3. Bidders must complete the SBD6.1 form in full and provide the requisite evidence to claim the allocated points for the specific goals.

5.1.4. **Calculation of points for price** - The Preferential Procurement Policy Framework Act (PPPFA) prescribes that the lowest acceptable bid will score 80 points (for tenders under R50m) or 90 points (for tenders above R50m) for price. Suppliers that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements will be considered for evaluation on price and specific goals preference points.

5.1.5. The following formula for Price and Specific Goals will apply in the evaluation process:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Ps = Points scored for comparative price of proposal under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable proposal

Calculating of points for Specific Goals.

5.1.6. Points will be awarded to a supplier for specific goals. Bidders are required to submit the original and valid proof for preference points claimed or certified copies thereof; to substantiate their preference points claims. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in Specific Goals preference points being forfeited.

5.1.7. Points will be awarded to a supplier for specific goals in accordance with the table below

A.	**PRICE**	**80**
B.	**Specific Goal**	**Number of points (20)**
	The entity must be 100% black owned	10
	The entity must be a minimum of 40% Black female owned	10

6. PHASE 4: OBJECTIVE CRITERIA

6.1.1. In terms of Preferential Procurement Regulation 11 and section 2(1)(f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria and NSFAS will apply the criteria to avoid risk based on the following instances:

6.1.1.1. Bidder submitted abnormally low bid. This apply when the bidder submit significant low bid compare to the marketing offering obtained by NSFAS during market analysis;

6.1.1.2. The NSFAS have proof of bidder's poor project and contract management on previous or existing project(s) with NSFAS and other current and previous Client(s);

6.1.1.3. NSFAS become in the position of past and current fraudulent, criminal or any unethical act by the bidder during bidding process;

6.1.1.4. They is significant risk of fruitless and wasteful expenditure to NSFAS should bid awarded to the bidder;

6.1.1.5. They is significant risk of Irregular expenditure to NSFAS should bid awarded to the bidder;

6.1.1.6. NFSAS has identified risks of bidder's potential or existing company insolvency and potential existence challenges such as deregistration process with statutory and professional bodies as well as key health and safety compliance legislations.

6.1.1.7. Any other risks deemed legal and procedural justifiable may expose NSFAS to any financial, legislative or operational risks.

7. IMPLEMENTATION OF THE PANEL

7.1. When services of the members of the panel are required, a request for quotation (RFQ) will be sent to minimum of 10 of the appointed firms. If the appointed members of the panel are fewer than 10, the RFQ will be sent to ALL the members of the panel. SCM Unit will rotate the suppliers to ensure that all members of the panel get a fair and equal opportunity to submit proposals.

7.2. Preference Points (prince and specific goals points) will be used to award each request.

7.3. Bidders will be ranked in the panel based on number of functionalities scored and, in an event, bidders obtained same number of points.

7.4. In exceptional cases, SCM Unit may directly allocate work to a member of the panel without going through RFQ process and such allocation must be approved by the delegation of authority.

7.5. The exceptional cases mentioned above may include capacity constraints of the firm, conflict of interest, area of expertise in similar cases and other justifiable instances that may trigger direct appointment member of panel.

8. CONTRACT PERIOD

The contract will be on an “as-and-when required basis”, for a period of **60 (sixty) months.**

The envisaged Internal audit and risk management services shall be provided to NSFAS on an “as and when required” basis with no guarantee of work. Successful bidders must be willing to enter into a Service Level Agreement with NSFAS and NSFAS reserves the right to, at its absolute discretion, terminate the services of the appointed firm should that firm fail to meet the performance standards expected by NSFAS.

9. PRICING SCHEDULE

Please complete the pricing schedule below. The bidder should not provide their own pricing schedule other than the one below. Please consider the inevitable Consumer Price Index (CPI) increases year on year on the pricing upon the duration of the contract period being in excess of 5 years.

The pricing must be inclusive of ALL costs including disbursements (travel, accommodation etc) where applicable. The bidder must not provide travel/accommodation rates separately as this must be built into the rate per hour in the table below.

As mentioned above, in carrying out the work, bidders must ensure that the charge out rate used per hour for billing purposes are aligned to the Department of Public Service and Administration (DPSA)

No.	**Quantity**	**RATE per hour (VAT excluding) in RANDS**
1. Partner/Director	1	
2. Senior Manager	1	
3. Manager	1	
4. Information Systems Auditor	1	
5. Internal Auditor	1	
6. Investigation Auditor	1	
Sub-total		
Disbursements (travel/accommodation) if applicable		
VAT @ 15%		
Total cost (VAT and disbursements included) for full contract period and full delivery of specifications		

These rates will be used when direct procurement is applied since all other normal procurement process will be done through RFQ process and price evaluation will be done based on submitted quotation during evaluation of request for quotation.

10. SUBMISSION

Bidders are required to submit their proposals together with documents required in section 3, 4 and 5 of these documents and any other documents that may be needed to evaluate the proposals.

11. VALIDITY PERIOD

Any RFP submitted shall remain valid, irrevocable, and open for written acceptance by NSFAS for a period of 120 days. A RFP submitted shall further be deemed to remain valid after the expiry of the above-mentioned 120-day period until formal acceptance by NSFAS, unless NSFAS is notified in writing by the bidder of anything to the contrary (including any further conditions the RFP may introduce. Any further conditions that the bidder may introduce will be considered at the sole discretion of NSFAS.

12. CLARIFICATION

Any clarification required by a bidder regarding the meaning or interpretation of the Request for Quotation or any other aspect concerning the request for quotation, are to be requested in writing by email from **scm@nsfas.org.za.** The request for quotation number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

To ensure transparency and for record purposes, all correspondence between NSFAS's Supply Chain Management (SCM) officials and bidders, will only be done via the official NSFAS SCM email address: **scm@nsfas.org.za.**

Bidder are reminded that NSFAS SCM officials will never contact bidders telephonically or by other method other that through the official SCM email address listed above.

During the evaluation of the bids, additional information may be requested in writing from bidders, for clarity. Replies to such requests must be submitted, within the prescribed timeframe as determined by NSFAS Failure to comply, may lead to your bid being disregarded.

13. REASON FOR REJECTION

NSFAS will reject a quotation for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

NSFAS will disregard the bid of any bidder if that bidder, or any of its directors or employees:

- Has abused the Supply Chain Management system of NSFAS.
- Is listed on the National Treasury list of restricted suppliers or tender defaulters.
- Has committed proven fraud or any other improper conduct in relation to such system; or

- Has failed to perform on any previous contract and the proof exists.

Any effort or attempt by a bidder to influence the award decision in any matter will result in the rejection of the bid.

14. DISCLAIMER

NSFAS will apply their Supply Chain Management Policy and where Policy is silent, will apply National Treasury Regulations. All costs incurred in drafting the proposal are those of the service provider.

Where reference has been made to a brand/trademark, an equivalent may be proposed by the bidder.

By providing a proposal to NSFAS, the service providers accept the following:

NSFAS will issue a purchase order to the appointed service provider. NSFAS will not pay (and not be held liable) the service provider any amounts over and above the purchase order value and will not pay the service provider for any work performed outside the original bid specification document that was issued and advertised by NSFAS. Should you receive any instruction from NSFAS that does not come from the SCM unit to perform any work outside of the original bid specification, NSFAS will not be held liable for this payment.

15. FRAUD AND CORRUPTION

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. The National Student Financial Aid Scheme is committed to conducting business ethically and is constantly introducing proactive measures to ensure that we identify and appropriately respond to any unlawful and unethical business practices. All NSFAS tenders are subject to certain audit processes and limited due diligence checks with the intend to identify any possible unlawful or unethical practices.

Reporting of any unlawful or unethical incidents to NSFAS

Should any bidder, potential or current supplier of NSFAS or any other third party:

- receive any irregular contact or correspondence from anyone presenting themselves as an employee or representative of NSFAS
- receive any contact or correspondence from anyone soliciting any bribe of any form
- become aware of any irregular or illegal conduct by any party who has a relationship with NSFAS or any NSFAS official

You are requested to immediately report it to NSFAS's Governance, Risk and Compliance (GRC) Department. All information provided to the NSFAS GRC department will be treated with utmost confidentiality and in terms of the Protected Disclosures Act, Act 26 of 2000.

For any unlawful or unethical incidents, please email: forensics@nsfas.org.za

All SCM related queries and submissions of RFP proposals must be submitted to scm@nsfas.org.za

NSFAS will not accept any RFP submission if not submitted to scm@nsfas.org.za

Reporting of any unlawful or unethical incidents to the South African Police

Bidders, current or potential NSFAS suppliers or any other third party who become aware of any unlawful and unethical conduct are encouraged to report the matter to the South African Police. NSFAS request that details of such reports made to the SAP be shared with NSFAS official listed above to enable consolidation of possible related investigations.

16. NSFAS RIGHTS

The following rights are reserved:

1) NSFAS reserves the right to appoint more than one (1) service provider.

2) NSFAS reserves the right to apply PAJA by issuing Request for Information as and when need arise during bidding process.

3) NSFAS reserves the right to reject a bid if the bidder has submitted a proposal that is not according to the specifications/terms of reference.

4) NSFAS reserves the right to reject a bid if the standard bidding document (s) have not been submitted or not completed in full.

5) NSFAS reserves the right to not award the bid if the bid price is not market related.

6) NSFAS further reserves the right to engage with the short-listed bidders for price negotiation and a site inspection where necessary.

7) NSFAS reserves the right to invite the shortlisted for a presentation as part of the bid process.

8) NSFAS reserves the right to not select the lowest price and/or lowest price only, provided that justifiable objective criteria are applied during the awarding process. These advertised objective criteria include the following:

   4.1) Timelines for delivery of the solution whereby the solution is required urgently.
   4.2) Part and parcel of risk mitigation to not be solely dependent on one (1) supplier.
   4.3) Capacity and/or presence/reach considerations of the supplier.

9) NSFAS reserves the right to not award the tender to the shortlisted bidder should any risk arise from any NSFAS due diligence assessment performed and/or any underperformance was identified in a previous and/or current contract held with the bidder and/or any risk arising from the completed standard bidding form number four (4).

10) NSFAS reserves the right to award the contract in whole or in parts.

11) NSFAS reserves to cancel this RFP advertisement at any time during the advertisement period.

17. CLOSING DATE

The bid proposal must be submitted by no later than **11 December 2026** at **11:00AM** and must be **physically deposited in the tender box** situated at **The Halyard Building, Ground floor, 4 Christiaan Barnard Street, City Centre, Cape Town, 8001**. No emailed /faxed copies will be accepted. The proposals must not be submitted to any individual at NSFAS. If the RFP proposal is received after 11h00 on the closing date, it will not be accepted.

National Student Financial Aid Scheme

SBD4- BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……
……

2.4 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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

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

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

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

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……
Signature Date

…… ……...
Designation Name of bidder

National Student Financial Aid Scheme

SBD6- PREFERENCE POINTS CLAIM FORM

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

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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**

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

1.5 **Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.**

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

(b) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

(c) **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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 points is allocated for price on the following basis

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

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, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***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	Evidence to be submitted by the tenderer in order to claim the allocated points	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The entity must be 100% black owned.	Valid BBB-EE certificate or valid sworn affidavit.	10 points.	5
The entity must be a minimum of 40% black female owned.	Valid BBB-EE certificate or valid sworn affidavit.	10 points.	5

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct.

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

iii) In the event of a contract being awarded because 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 because of that person's conduct.

(c) cancel the contract and claim any damages which it has suffered because 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: .....

.....

.....

.....

National Student Financial Aid Scheme

GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

National Student Financial Aid Scheme

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National Student Financial Aid Scheme

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in

its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3 General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor

shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration,

where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied ` goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti- dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation; it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and duties

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive Practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.