Film and Publication Board

Content Regulatory Authority of South Africa.

ECO Glades 2, 420 Witch Hazel Ave ECO Park, Centurion, 0169
Pvt Bag X31, Highveld Park, 0169
T +27(0) 12 003 1400
www.fpb.org.za

RFT NUMBER:	**RFT 01 2026_2027**
DESCRIPTION:	**APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF A GOVERNANCE, RISK AND COMPLIANCE (GRC) SOFTWARE SOLUTION INCLUDING INSTALLATION, MAINTENANCE AND SUPPORT FOR A PERIOD OF THREE (3) YEARS**
PUBLICATION DATE:	**18 September 2026**
VALIDITY PERIOD:	**120 days from the closing date**
CLOSING DATE:	**21 October 2026**
CLOSING TIME:	**11:00 am**
COMPULSORY BRIEFING SESSION: **DATE: 07 OCTOBER 2026** **TIME: 11:00 AM** **VENUE: MICROSOFT TEAMS**	**https://teams.microsoft.com/meet/322600651517709?p=FLrbdHkqDt4k1de4QD**
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO FPB TENDER BOX LOCATED AT THE RECEPTION WEEKDAYS - **MONDAY TO FRIDAY FROM 08H00AM TO 16H00PM**	**Film and Publication Board (FPB),Eco** **Glades 2,** **420 Witch Hazel Ave, Eco Park, Centurion 0169 (PRETORIA)**
SCM INQUIRIES: **For all bidding related enquiries**	**Mr. Lastar Makhubela** **E-mail: tenders@fpb.org.za** **Tel: 012 003 1400**
NAME OF BIDDER:	
CSD NUMBER:	
TOTAL BID AMOUNT OFFER (Including VAT): R	

TENDER INSTRUCTIONS

1. Bid documents should be completed with a black pen.

2. **All pages of the tender documents must be initiated**.

3. Tender documents should be fully completed and neatly binded.

4. All the necessary supporting documents should be attached to the tender documents clearly marked as annexures on the table of contents.

5. On submission of tender, bidders should ensure that they sign a bids submission register at reception.

6. **Bidders should ensure that along with the original bid documents,** they should submit a USB and relevant supporting documents.

7. Late tenders will be regarded as unacceptable bid.

8. Online or electronics submission is not accepted, and those tenders not deposited in the relevant tender box, will NOT be accepted.

9. Compulsory briefing session in this tender.

10. Bidder must submit proof of BBBEE scorecard to claim points for a specific goal to claim points

11. All clarity seeking questions and enquiries should be directed to Supply Chain Management Division (E-mail: tenders@fpb.org.za) that important information can be shared with other bidder (if applicable)

"In submitting any information or documentation requested above or any other information that may be requested pursuant to this RFQ/tender, you are consenting to the processing by FPB or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify FPB against any civil or criminal

action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit."

Name and Surname: ……………………………………………

Signature: …………………………………………………………..

A. CERTIFICATES OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable.)

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS /CLOSE CORPORATION/ JOINT VENTURE

B. COMPANIES

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the board of Directors on………20….., Mr. / Ms …………………….

… .... has been duly authorized to sign all documents in connection with

BID NO. RFT01 2026_2027

SIGNED ON BEHALF OF THE COMPANY:

…………………………………………………………………..

IN HIS CAPACITY AS:

……………………………………………………………………………………….

DATE:
………………………………………………………………………………………

SIGNATURE OF
SIGNATORY: ……………………………………………………………………….

WITNESSES:

1.…………………………………………………………………………………

2.……………………………………………………………………………………

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
…………………………	………………………….	…………………….
…………………………	…………………………..	………………………
………………………	…………………………….	………………………

We, the undersigned partners in the business trading as ……………………….

Hereby authorize...to sign

this bid as well as any contract resulting from the bid and any other documents

and correspondence in connection with this bid / or contract on our behalf.

……………………………… Signature	………………………………… Signature	………………… Signature
………………… Date	………………… Date	.,…………………… Date

D. ONE-PERSON BUSINESS

I, the undersign .... hereby confirm that I am the

sole owner of the business trading as……………………………………………

……………………………… ……….. ………………………………
Signature Date

E. CLOSE CORPORATION

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the ……………………20......... at

………………………Mr. / Ms ....whose signature appear below,

has been duly authorized to sign all documents in connection with **BID NO.**

RFT01 2026_2027

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

……………..……………………..

IN HIS / HER CAPACITY AS: ………………………………………………

DATE: ……………………………………………………………………………

SIGNATURE OF SIGNATORY: ………………………………………………
WITNESSES:1 ……………………………………………………………………

2.……………………………………………………………………

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr. /Ms… .... , authorized Signatory of the company… ...., acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature.………….. Name ……………………… Designation ………………
		Signature. . . . . …. Name ……………………… Designation
		Signature. . . . . …. Name …………………….. Designation ……………..
		Signature. . . . . …. Name …………………….. Designation ………………

DETAILED SPECIFICATION REQUIREMENT:

APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER FOR THE PROVISION OF A CUSTOMISABLE GOVERNANCE, RISK AND COMPLIANCE (GRC) SOFTWARE SOLUTION INCLUDING INSTALLATION, MAINTENANCE AND SUPPORT FOR A PERIOD OF THREE (3) YEARS

1. BACKGROUND

1.1. The Film and Publication Board (FPB) is a public entity established in terms of the Film and Publications Act, 1996 (Act No. 65 of 1996), as amended, and is listed as a Schedule 3A national public entity under the Public Finance Management Act, 1999 (Act No. 1 of 1999) (PFMA).

1.2. The FPB recognises Information and Communication Technology (ICT), Digitisation and Artificial Intelligence (AI) as strategic enablers in supporting the organisation's transition towards a modern, digitally driven Regulator.

1.3. In line with its strategic intend of digitally driven organisation, FPB seeks to enhance the efficiency, effectiveness and integration of Risk and Compliance Function and Internal Audit Function by providing an end-to-end platform covering Risk Management, Compliance and Internal Audit and through the implementation of a customisable Governance, Risk and Compliance (GRC) software solution.

1.4. The solution will strengthen FPB's assurance and oversight by streamlining Risk Management, Compliance, and Internal Audit processes, ensuring improved coordinated approach, enhanced quality, reliability and integrity of information used for internal decision-making and the credibility of external reports

2. PURPOSE

To appoint a suitable qualified service provider to supply, implement, and maintain a customisable Governance, Risk and Compliance (GRC) software solution for a period of three (3) years.

3. OBJECTIVES

The objectives of the project are summarised as follows:

3.1 To implement a customisable Governance, Risk and Compliance (GRC) software solution to streamline Risk, Compliance and Internal Audit processes.

3.2 To enable FPB to identify, assess, monitor, and report on risk exposures; develop and track mitigation strategies; leverage analytical capabilities; and generate reports and dashboards to support informed decision-making by Management and Oversight Structures.

3.3 To enable FPB Internal Audit Function to execute its mandate through the automation of the internal audit lifecycle, including audit planning, execution, reporting, follow-up, and continuous monitoring of audit findings.

4. SCOPE OF WORK

4.1 The appointed service provider shall supply, configure, implement, integrate, test, commission, maintain, and provide training and ongoing support for a customisable Governance, Risk, and Compliance (GRC) software solution for the Film and Publication Board (FPB) for a period of three (3) years.

4.2. The solution must provide an integrated platform to support the FPB's governance, enterprise risk management, regulatory compliance, and internal audit activities. The solution must be fit for purpose and capable of aligning the FPB's strategic objectives with its risk management processes, regulatory compliance obligations, and internal audit activities.

4.3. The solution must enable the FPB to identify, assess, evaluate, monitor, and report on enterprise risks; develop and track mitigation actions; manage regulatory compliance obligations; automate workflows and approvals; generate notifications and alerts; and provide dashboards, analytics, and management reports to support informed decision-making.

4.4. The solution must support the full internal audit lifecycle by enabling risk-based audit planning, audit execution, electronic working papers, findings and recommendations management, quality assurance and review, reporting, follow-up of agreed management actions, and continuous monitoring of the implementation of corrective actions.

4.5. The solution must provide secure role-based access, audit trails, document management capabilities, configurable workflows, and integration capabilities to support efficient collaboration across Risk, Compliance, and Internal Audit Functions.

4.6 The detailed requirements are set out in the Project Requirements section below (section 5):

5. PROJECT REQUIREMENTS

Risk Management Module

5.1. Capturing and updating of risks.

5.2. Analysis and evaluation of risks.

5.3. Rating of inherent, current controls and residual risks.

5.4. Capturing and updating of controls.

5.5. Update progress on action plans.

5.6. View all risks and actions allocated to the user/programmes.

5.7. Cross-cutting risks and dependencies.

5.8. The system must support FPB Management and Risk Owners on tracking risk progress and enable specific email notification.

5.9. Provide and maintain risk registers across all business units and programmes.

5.10. Multi-format organisational risk reports in, but not limited to PDF, Word, Dashboard, Graphical and Excel for Management and Oversight Structures.

5.11. Provide meaningful risk information (risk, matrix, root cause, ratings, controls, dashboards etc.) to enable Executives and Management to make timeous and informed business decisions.

5.12. Enables a standard workflow and review, where a sequence of tasks that processes risk management information is initiated, processed and approved in accordance with the organisation's approval framework.

5.13. Tasks/Actions, notifications and escalations alert to Users, Managers and Executives when activities/tasks need to be performed, notice on due date or when due dates are not met - system notifications.

Compliance Module

5.14. Compliance Module that aligns with FPB compliance policies and frameworks and should enable FPB to manage all compliance risks and ensure regulatory compliance.

5.15. Identify, analyse, monitor and treat existing and potential compliance-related risks across FPB.

5.16. Upload +-40 legislations as part of FPB compliance Universe including the relevant requirements. The list of legislations will be provided by FPB.

5.17. Regulation / Framework Mapping: Ability to map internal controls to regulatory frameworks, standards, or policies.

5.18. Policy Management: Lifecycle for policies (create, approve, publish), versioning, distribution, and acknowledgement tracking.

5.19. Continuous Compliance Monitoring: Real-time or periodic control checks to see whether controls are operating effectively.

5.20. Regulatory Change Management: Ability to update regulation or compliance frameworks, track changes.

5.21. Multi-format organisational compliance reports in, but not limited to PDF, Word, Dashboard, Graphical and Excel for Management and Oversight Structures.

5.22. Provide meaningful compliance information to enable Executives and Management to make timeous and informed business decisions.

Internal Audit Module

5.23. **Audit Universe and Planning**

5.23.1. Capability to create and display the Audit Universe planning, dashboard and 3-year rolling plan.

5.23.2. Capability to maintain and manage the audit universe, including auditable entities, risk ratings, project history, contact information, and supporting documentation.

5.23.3. Capability to automatically generate the draft Annual Audit Plan based on the priority rating of risks from the risk register.

5.23.4. Capability to allocate audit resources, including planned hours per engagement and per auditor.

5.24. **Audit Engagement Planning**

5.24.1. Capability to create individual audit engagement projects from the approved Annual Audit Plan.

5.24.2. Capability to assign team members and manage planned hours per auditor.

5.24.3. Capability to develop or generate audit planning document (i.e. notification and engagement letters).

5.24.4. Capability for documentation and generation of system descriptions.

5.24.5. Capability to create and generate risk and control matrix.

5.24.6. Capability to develop, generate and approve audit programmes.

5.25. **Audit Engagement Execution**

5.25.1. Capability to perform audit testing from the audit programme, record results, document findings, criteria, observation, root causes, risk rating, possible effect and recommendations.

5.25.2. Capability to upload audit evidence, cross reference and hyperlinking to different audit working papers.

5.25.3. Capability to review audit work and signoff.

5.25.4. Capability to capture and clear review notes.

5.25.5. Capability of segregating user rights between preparers and reviewers on project files and allow dated sign-offs.

5.25.6. Capability to use tick marks, cross referencing and hyperlinks.

5.25.7. Automated audit communication workflows including notifications, reminders, and approval routing.

5.25.8. Capability to enable audit team access and to work on the same engagement at the same time eliminating version control issues.

5.25.9. Capability to track changes (audit trail) to ensure accountability and transparency and clear record for external reviews.

5.25.10. Capability for data analytics for internal audit.

5.25.11. Capability to operate in both online and offline environments.

5.26. **Electronic Working Papers**

5.26.1. Structured electronic working paper indexing aligned with audit phases (planning, fieldwork, reporting, follow-up).

5.26.2. Capability to cross reference and hyperlink working papers to audit programme and audit findings.

5.26.3. Capability to link and embed documentation including Microsoft Word, Excel, PDF, scanned documents, etc.

5.26.4. Electronic signoffs with multi-level supervisory review workflows.

5.26.5. Capability to track reviewed and not reviewed working papers.

5.26.6. Capability to store, retrieve, archive, and print complete audit files.

5.26.7. Capability to customize templates to FPB Internal Audit Methodology.

5.26.8. Capability to maintain centralized repository/library of audit activities (i.e. processes, risks and control tests) which can be used in future audit projects.

5.27. **Audit Engagement Reporting**

5.27.1. Automated generation of audit reports in Microsoft Word format using captured findings and recommendations.

5.27.2. Customizable audit report templates (observations, draft reports, final reports, executive summary reports etc)

5.27.3. Capability to capture/import auditee management responses, action plans, implementation dates and manage final report approval and issuance.

5.27.4. Capability to change project status to closed once work is completed.

5.28. **Audit Findings and Recommendation Tracking**

5.28.1. Centralized tracking of audit findings (Internal Audit and Auditor General), recommendations, and management action plans.

5.28.2. Capability for auditees to update implementation status and upload supporting evidence.

5.28.3. Automated reminders including email alerts, follow-up tracking, repeat finding analysis, and search functionality.

5.28.4. Board-ready dashboards and management reports on issue status and aging analysis.

5.29. **Project Management**

5.29.1. Capability to track actual audit time by project, and audit phase.

5.29.2. Capability to compare actual versus planned/budgeted time.

5.29.3. Capability to generate real-time project management and status reports by auditor and engagement supervisor/manager.

5.29.4. Capability to capture and approve time sheets.

6. TRAINING SUPPORT AND MAINTENANCE

6.1. Provide training for new and existing users.

6.2. Offer refresher training and update briefings following system enhancement.

6.3. Provide System Support and Maintenance.

7. HOSTING

7.1. The appointed service provider will be responsible for implementation and deployment of the system.

7.2. Service Provider will be responsible for the configuration of the system, procuring the SSL certificate and implementing the best security practice.

7.3. Prospective bidders are expected to submit proposals for the system that they will be providing to FPB.

7.4. The proposed solution must make provision for scalable growth.

7.5. ICT personnel will manage the solution post deployment.

7.6. The appointed service provider will be responsible for also providing licensing for a period of (36) months.

7.7. The solution should be able to be hosted on the cloud.

7.8. Service provider should provide a fully managed Software as a Service solution, with the Service Provider responsible for all hosting, infrastructure, maintenance, software updates, and security patching.

7.9. The data that will be hosted, should be within the borders of the country.

7.10. The service provider should provide a minimum system availability of 99.9% and maintain a documented Disaster Recovery plan to ensure service continuity.

7.11. Ensure that all FPB data remains the property of the FPB, is securely encrypted in transit and at rest, and is backed up regularly.

7.12. Provide FPB with a complete export of all data and reasonable migration assistance upon contract expiry or termination to facilitate transition to another service provider or platform.

8. LICENSES REQUIREMENTS

RISK MANAGEMENT AND COMPLIANCE MODULES	**NUMBER OF PEOPLE**
Full licenses for Risk and Compliance (Risk Management Staff)	2
Licence to update (16 Risk/Compliance Champions and 5 Executives)	21
INTERNAL AUDIT MODULE	
Full licenses for Internal Audit (Internal Audit Management Staff)	3
Access to Guest Users (auditees) for updating i.e. implementation status of findings	

9. BID EVALUATION

The bid will be evaluated in four (4) phases as outlined below:

Phase 1 Administrative Documents	**Phase 2 Functional Requirements**	**Phase 3 Presentation and system Demonstration**	**Phase 4 Price and Specific Goals Evaluation**
Bidders must submit all documents as outlined below. Only bidders that comply with all these criteria will proceed to Phase 2.	Bidder(s) are required to achieve a minimum of 28 or more points out of 40 points to proceed to Phase 3.	Bidder (s) are required to achieve minimum of 42 or more points out of 60. To proceed to phase 4 bidders are required to achieve a minimum of 70 points combined in Phase 2 and Phase 3.	Price and points claim for specific goals 80/20

Phase 1: Pre-qualification Criteria

Without limiting the generality of FPB's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Item	Document that must be submitted	Non-submission will result in disqualification	Tick to confirm submission	
1	Technical proposal	Original , Copy USB	Yes	No
2	Invitation to Bid – SBD 1 Bidder disclosure form – SBD 4 Preference Point Claim Form SBD 6.1	**Completed and fully signed**	Yes	No
3	Submit proof of Registration on Central Supplier Database (CSD) MAAA which confirms that: • Bidder is tax compliant (non-compliant can be given 7 working days to rectify tax compliant status) • No government employee is employed by bidder or shareholder or board member • Bidder is not on the list of tender defaulters and is not on the list of restricted bidders		Yes	No
4	A fully completed company profile indicating experience related to the work described in the TOR.		Yes	No
5			Yes	No

	Financial proposal in a separate envelope	Submit original		
6	Address of the Head Office.	Submit a copy address	Yes	No
7	ID Copies of **All active Directors** (certified)	Submit copy	Yes	No

Phase 2:

Functional evaluation (proposals scoring less than 28% (28/40) in respect of the functionality will be disqualified and not to be evaluated further)

Please note successful bidders in phase 2 of the functionality will further be evaluated on live demonstration of the system.

Criteria	Requirements from service providers	Weight
REFERENCE LETTERS Bidders are required to provide contactable client references where relevant or similar Governance Risk and Compliance services can be verified. References should be presented in a form of a written letter on an official letterhead, signed and dated with contact	**10** points for more than **5** valid relevant reference letters **5** points for **3 to 5** valid relevant reference letters **0** points for **3** or less valid relevant reference letters	10%

details. No appointment letters from clients will be accepted as reference letters. Minimum score to get score is 3 for relevant letters		
EXPERIENCE OF A COMPANY Bidders must submit company profile indicating experience related to the work described in the TOR of the GRC system including maintenance and support services for the public sector. Minimum score to get is 5 for years' experience	**10** points for company profile indicating **more than 7 years** of experience in providing GRC system and maintenance & support **5** points for company profile indicating **5 to 7 years** of experience in providing GRC system and maintenance & support **0** points for company profile indicating **less than 5 years** of experience	10%
PROJECT LEADER/ MANAGER EXPERIENCE Bidders must submit Curriculum Vitae (CV) of the project leader/manager demonstrating	**10** points for more than **7 years** of relevant working experience	10%

experience in managing the provision of GRC system and maintenance & support in the public sector	**5** points for **5 to 7 years** of relevant working experience **0** points for **less than 5 years** of relevant working experience	
PROJECT LEADER/ MANAGER QUALIFICATIONS Project manager must have a minimum of bachelor's degree or B-Tech degree qualification in IT/ related fields. Bidders must submit certified copies of the relevant qualifications not older than six months	**10** points for the relevant qualifications **0** points for non relevant qualifications	10%

Phase 3:

Live demonstration of the GRC system (the bidders need to meet score of 42% (42/60) or more .**Combined Phase 2 and 3 bidders scored 70% and more will be evaluated further for Price and Specific Goals**.

Each criterion for the modules is allocated a maximum score of 1 point

Criteria	**Requirements from service providers**	**Weight**
Bidders must provide a demonstration of the GRC	Only bidders with more than 42/60 in phase 3 will	60%

system as per the requirements indicated in the demonstration phase section.	be evaluated further for price and specific goals	

DEMONSTRATION PHASE

Module	How does the system help with the following activities	Meet Requirements		Comments
		Yes	No	
	Generates a comprehensive risk register at all levels of the organisation incorporating Key Risk Indicators, Risk Appetite, Capacity and Threshold levels. The system must also have the functionality to control self-assessments.			
	Escalation function from all levels not limited to the following:			

Risk Management Module Capabilities	• Non-achievement of deadlines. • Risk above acceptable tolerance. • cross-cutting risks in the organisation • new emerging risks			
	Provides an Organisation-wide view of the risk universe at strategic, operational, business unit level and project levels.			
	Create comments/notes on each risk.			
	Provides various assessment methods including but not limited to surveys and workshops.			
	Provides standardised Risk Management templates for risk monitoring and reporting.			
	Enables the effective implementation of the Risk Management Framework with functionality to manage, monitor and track risks at all levels.			
	Includes an Incident and Near-miss register.			
	Capture the identified risks, action plans, assessment and monitoring reports with flexible filter options.			
	Allows the controls to be captured at every level of risks identified and			

	linked to risks and contributing factors and allow for rating of controls.			
	Ability to calculate inherent residual risk, current residual risk, and target residual risk.			
	Provides proactive monitoring, including status tracking, automated reminders on due/overdue action plans and progress updates.			
	Holds a risk library for all users to access and for administrators to modify.			
	Able to capture/import/export existing risk register (to excel, word, pdf and graphic documents).			
	Links risks to outcome identified in the Strategic Plan and Annual Performance Plan.			
	Allows capturing and management of contributing factors (root causes) for each risk.			
	Provides a risk dashboard for monitoring of risks.			
	Provides a Combined Assurance model.			
	Capturing, analysis, evaluation and response to opportunities identified using the same process as the risk but on a positive.			

	Contain user audit trails to monitor the activity of users.			
Compliance Module Capabilities	Incident reporting on new compliance risks identified.			
	Escalation function from all levels not limited to the following: • Non-achievement of deadlines; • Risk above acceptable tolerance			
	Create comments/notes on each compliance activity.			
	Link compliance obligations to relevant Legislation/Act/Policies.			
	Provides an organisation-wide view of the compliance universe.			
	Enables the effective implementation of the compliance Management Framework with functionality to manage, monitor and track compliance risks at all levels including Control Self Assessments.			
	Captures compliance identification, assessment and monitoring reports with flexible filter options.			
	Capture policies and able to control version.			
	Provide for review of work, version control on such reviews provided for			

	Allows the controls to be captured at every level, including the contributing factors.			
	Allows for assessment of the Compliance Obligations (Yes/No).			
	Provides proactive monitoring, including status tracking, automated reminders and progress updates.			
	Able to hold a library for all users to access and administrators to modify.			
	Able to capture/import/export existing compliance register, Compliance Risk Management Plan from excel, word, graphic files.			
	Allows capturing and management of contributing factors (root causes) for each compliance activity.			
	Provides a compliance dashboard for monitoring of compliance risks by management.			
	Provides for compliance requirements, obligations responsibility maps.			
	Enables capturing of compliance Key Risk Indicators, provide a checklist, compliance risk profile etc.			
	Ability to retire and not delete risks (Archive compliance activities that are no longer active).			

	Contain user audit trails to monitor the activity of users.			
Internal Audit Module Capabilities	Provide audit findings resolution monitoring and tracking system and triggers automatic alerts for action plan implementation; keeps each case open till it is effectively resolved and capability to send out email notifications.			
	Generate audit findings tracking results of resolved, unresolved and not yet due (dashboard reports, and age analysis of actions).			
	The solution should have the capability for audit planning, execution, reporting and follow up.			
	Provide for review of work, version control on such reviews provided for.			
	Accessible both, online and offline. If used offline, the system must be able to run and update the information immediately when run online.			
	Allows uploading and storing of evidence and other documents, such audit working papers, and reports for all audit process phases.			
	Identify system activity log and keep audit trail of user ID, detailing the			

	function that a particular user performed while online.			
	Capability to report audit vs. non-audit time, and comparison to budgeted time including timesheets.			
	Ability to import and export files which are on programs such as Visio, PowerPoint, Excel, Word, Acrobat PDF and ability to create audit plans in the software.			
	Ability to automatically generate the customized draft Annual Audit Plan based on the priority rating of risks from the risk register.			
	Capability to generate the audit program or upload them from MS programs such as Visio, PowerPoint, Excel, Word, and PDF.			
	Resource planning (allocation, scheduling, budgeting, billing) and capability to assign access rights based on user roles.			
	Ability to enable sampling of transactions in line with the Internal Audit Methodology.			
	The ability to import/export risk registers which are on risk module .			
	Data analytics capabilities.			

	Ability to cross reference working papers to work programs, audit findings and audit evidence.			
	Ability to write supervisory review notes to targeted document and sign off on processes.			
	Ability to have built-in all elements of audit findings such as the Criteria/Standard; Condition/Audit Finding; Root Cause; Impact/Effect; Risk Rating; Recommendations; Management Responses, with action plans, implementation date and responsible person; Internal Audit Comments.			
	Ability to generate draft and final audit reports based on the exceptions captured from the elements of findings as referred in the above row.			
	The Software should be able to provide access to guest users (clients) i.e. to update progress implementation on findings.			

Phase 4: Price and Specific Goals Evaluation

80/20 Preferential point system

ALL POINTS CLAIM FOR SPECIFIC GOALS IN THE BID MUST BE SUPPORTED BY THE

FOLLOWING: TABLE A BBBEE SCORECARD GUIDELINE:

	80/20 Preferential Point System BB-BEE score of companies:		
	Level 1	9 Points	
	Level 2	8 Points	
	Level 3	7 Points	
	Level 4	6 Points	
	Level 5	5 Points	
	Level 6	4 Points	
	Level 7	3 Points	
	Level 8	2 Points	
	Non-compliant	0	

Only Bidders that have met the **70 points threshold** (**combined phase 2 & 3)** will proceed to price and specific goals. Price and Specific Goals will be evaluated as follows:

Responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- Points claim for specific goals (maximum 20 points)

a) CIPC (Companies and Intellectual Properties Commission)

b) Sworn affidavit /BBBEE certificate indicating the level of ownership in the enterprise/person historical disadvantaged by unfair discrimination on the basis of race

c) CSD Full Report (Central Supplier Database)

d) Proof business address, Gauteng or National

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

Name of bidder……………………………………	Bid number…**RFT01 2026_2027**……
Closing Time 11:00	Closing date… **21 October 2026**

OFFER TO BE VALID FOR…120…DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

- Required by: …………………………………
- At: …………………………………
  …………………………………
- Brand and model …………………………………
- Country of origin …………………………………
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) …………………………………
- Period required for delivery …………………………………
  *Delivery: Firm/not firm
- Delivery basis …………………………………

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

10 PRICING INSTRUCTION

10.1 General

10.1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

10.1.2 The Price Schedule shall be read with all the documents which form part of this Contract.

10.1.3 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work at which the tenderer tenders to do the work.

Price: The product of the quantity and the rate tendered for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specification and the Scope of Work, but the quantity of work of which is not measured in any units.

10.2 Units of Measurements

The units of measurement described in the Price Schedule are metric units.

Abbreviations used in the of Quantities are as follows:

Mm	=	millimetre	h	=	hour
M	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m2	=	square metre	no.	=	number
m2.pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m3	=	cubic metre	MN.m	=	meganewton-metre
m3.km	=	cubic metre-kilometre	PC sum	=	Prime Cost
sum					
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent
MPa	=	megaspascal	kW	=	kilowa

10.3 Rates

10.3.1 This price list has columns for quantity, rate and price for the goods. Entries in these columns are made as follows:

10.3.2 If the Supplier is to be paid an amount for the goods which is a fixed price for an item or a fixed price for each of a series of items, the tendering supplier enters the amount in the price column only, the other two columns being left blank.

10.3.3 If the Supplier is to be paid an amount for the goods which is the unit rate for each item multiplied by the quantity of the item supplied, (i.e., a 'Price Schedule' arrangement) - the tendering supplier enters the rate which is then multiplied by the quantity (which has been entered either by him or by the Purchaser) to produce the price which is also entered.

10.3.4 If the Supplier is to be paid an amount for an item of the goods which is the rate multiplied by the quantity supplied -whatever that quantity turns out to be (i.e., a 'Schedule of rates' arrangement) - the tendering supplier enters the rate only, the other two columns being left blank. The tendering supplier's offer cannot include a total of the prices which covers all the items which the Supplier has to supply if any of the supply is dealt with using items with a rate only.

10.3.5 Rate only entries must not be made for work covered by other items.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	RFT01 2026_2027	CLOSING DATE:	21 October 2026	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF A GOVERNANCE, RISK AND COMPLIANCE (GRC) SOFTWARE SOLUTION INCLUDING INSTALLATION, MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPONSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**SCM**	CONTACT PERSON	**SCM**
TELEPHONE NUMBER	**012 003 1400**	TELEPHONE NUMBER	**012 003 1400**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**tenders@fpb.org.za**	E-MAIL ADDRESS	**tenders@fpb.org.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE	(010)	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]					

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

SBD1

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, 2017, 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: …………………………………………...

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,
employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

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

2.2.1 If so, furnish particulars:

………………………………………………………………………………………

………………………………………………………………………………………

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

2.3.1 If so, furnish particulars:

……………………………………………………………………………….

……………………………………………………………………………….

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

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

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

---

[2] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property,capital, efforts, skill and knowledge in an activity for the execution of a contract.

………………………………… ..……………………………………………

Signature Date

………………………………… ………………………………………………

Position Name of bidder

SBD 6.1

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

This preference form must form part of all tenders invited. It contains general information andserves 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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 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 pointsystem.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE scored card refer to table A for guideline		9		
EME and/QSE		2		
51% women or more owned		4		
51% youth or more owned		3		
51% Owned by Persons with Disabilities		1		
Gauteng		1		
National		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…………………………………………………………………….

4.4. Company registration number: ……………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company

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 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.

…………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …………………………………………………………

DATE: …………………………………………………………

ADDRESS: …………………………………………………………

…………………………………………………………

…………………………………………………………

…………………………………………………………

Annexure AGOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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 pluraland vice versa and words in the masculine also mean in the feminine and neuter.

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

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

TABLE OF CLAUSES

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 any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 "Day" means calendar day.

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

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

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

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

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 excludingimmovable 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.

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 beobtained 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 thebidding 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 (allcopies) 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.

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at thesuppliers 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.

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.

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.

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.

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.

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 theyincorporate 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/ormaterial 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 finaldestination.

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.

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

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

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

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

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.

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.

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

21. Delays in the supplier's performance

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

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

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

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

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

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

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 remediesunder 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 databaseof 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 inperformance 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 willful 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) 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.

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 orto the address notified later by him in writing and such posting shall bedeemed to be proper service of such notice

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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