REQUEST FOR QUOTATIONS

REQUEST FOR QUOTATIONS FORM

RFQ NUMBER: NSF2627-37

APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FORENSIC INVESTIGATION INTO IRREGULAR FRUITLESS AND WASTEFUL EXPENDITURE INCURRED IN THE 2021/2022 FINANCIAL YEAR, ON THE CHRIS HANI INSTITUTE PROJECT AND DETERMINATION TEST ON FRUITLESS AND WASTEFUL EXPENDITURE RELATING TO MEDIRWE INVESTMENTS (PTY) LTD.

Kindly receive the attached Terms of Reference: **Appointment of a service to conduct a forensic investigation into irregular fruitless and wasteful expenditure incurred in the 2021/2022 financial years, on the Chris Hani institute project and determination test on fruitless and wasteful expenditure relating to Madirwe Investments (Pty) Ltd.**

ISSUED DATE : **25 AUGUST 2026**

CLOSING DATE OF THE BID : **15 SEPTEMBER 2026 AT 11:00 AM**

QUOTE VALIDITY : **120 DAYS**

Quotations must be e-mailed to: rfq@nsf.org.za

No late submissions will be accepted.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL SKILLS FUND					
BID NUMBER:	NSF-2627-37	CLOSING DATE:	15 SEPTEMBER 2026	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FORENSIC INVESTIGATION INTO IRREGULAR FRUITLESS AND WASTEFUL EXPENDITURE INCURRED IN THE 2021/2022 ON THE CHRIS HANI INSTITUTE PROJECT AND DETERMINATION TEST ON FRUITLESS AND WASTEFUL EXPENDITURE RELATING TO MEDIRWE INVESTMENTS (PTY) LTD				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

DEPARTMENT OF HIGHER EDUCATION AND TRAINING

NATIONAL SKILLS FUND

178 FRANCIS BAARD

PRETORIA

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**MS N MKHIZE**	CONTACT PERSON	**MS Z ZUMA**
TELEPHONE NUMBER	**(083) 418 2713**	TELEPHONE NUMBER	**(083) 418 2544**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**RFQ@nsf.org.za**	E-MAIL ADDRESS	ZandileZ@nsf.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]

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 [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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: .....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .....BID NO. NSF2627-37

CLOSING TIME 11:00 CLOSING DATE: 15 September 2026

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

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

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

   R----------

4. Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT

TOTAL: R.....

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....

5. Period required for commencement with project after acceptance of bid .....

6. Estimated man-days for completion of project .....

7. Are the rates quoted firm for the full period of contract? *YES/NO

Name of Bidder: .....

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

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

NATIONAL SKILLS FUND
178 Francis Baard Street
Pretoria 001

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**

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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 be true and complete in every respect:

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

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

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

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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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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**

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

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

b) 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Were

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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

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.)

NO	SPECIFIC GOALS	REFERENCE	CRITERIA	POINTS	TOT POINTS	POINTS CLAIMED	PROOF/EVIDENCE
1	**Person historically disadvantaged on the basis of race.**	**RDP 1.4.4. 3.1.4**	100% black owned	**10**	**10**		**A CIPC certificate of the tenderer, and CSD report.**
			75%-99%blacowned	**08**			
			60-74% black owned	**06**			
			51%-59% black owned	**03**			
			0-50% black owned	**0**			
2	**Development of SMME**	**RDP 3.10.3.1.4**	Micro- 5 employees, R50M t/o	**10**	**05**		**CIPC registration, financial statement or audited financial statement or audited report**
			Very small-20 employees R10m t/o	**08**			
			Small-50 employees, R25m t/o	**06**			
			Medium-200 employees, R50m t/o	**02**			
			None	**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
Personal Liability Company

(Pty) Limited
Non-Profit Company
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 A

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
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4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
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8. Inspections, tests and analysis
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17. Prices
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23. Termination for default
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
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33. National Industrial Participation Programme (NIPP)

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.

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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery 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 fulfillment of other obligations stipulated in the contract.

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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.

COMPULSORY DOCUMENT (COMPLETED AND SIGNED)

TO BE SUBMITTED WITH THE REQUEST FOR QUOTATION: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FORENSIC INVESTIGATION INTO IRREGULAR FRUITLESS AND WASTEFUL EXPENDITURE INCURRED IN THE 2021/2022 FINANCIAL YEAR ON THE CHRIS HANI INSTITUTE PROJECT AND DETERMINATION TEST ON FRUITLESS AND WASTEFUL EXPENDITURE RELATING TO MEDIRWE INVESTMENTS (PTY) LTD

PERMISSION BY BIDDER

On behalf of the Companies/ Close Corporation/Trust/Joint venture/ Consortium/Juristic person or Partnership

Name of company described above.

_____

I Prof/Dr/Ms/Mr _____ duly authorised hereby grant permission, in terms of the Protection of Personal Information Act, 2013(Act 4 of 2013), (POPI Act), to the National Skills Fund, to utilise all the information contained in the Bid documents and Quotation submitted to the National Skills Fund for the purpose of procurement.

Capacity: _____

Signed : _____

Date: _____

NB: Bidder may be disqualified if completed and signed form is not submitted with the RFQ

TERMS OF REFERENCE

REQUEST FOR QUOTATION: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A FORENSIC INVESTIGATION INTO IRREGULAR FRUITLESS AND WASTEFUL EXPENDITURE INCURRED IN THE 2021/2022 FINANCIAL YEAR, ON THE CHRIS HANI INSTITUTE PROJECT AND DETERMINATION TEST ON FRUITLESS AND WASTEFUL EXPENDITURE RELATING TO MEDIRWE INVESTMENTS (PTY) LTD

1. OBJECTIVE

1.1. The objective of the request is to obtain quotations from suitable service providers to conduct a forensic investigation on irregular fruitless and wasteful expenditure incurred in the 2021/2022 financial year on the Chris Hani Institute project.

1.2. In addition, the National Skills Fund (NSF) request quotations from suitable service providers to conduct a determination test on the fruitless and wasteful expenditure incurred on Medirwe Investments project.

2. SCOPE OF WORK

2.1. The service provider shall be mandated to perform a forensic investigation and a determination test according to the requirements of the National Treasury Instruction Note 4 of 2022/2023 – PFMA Compliance and Reporting Framework.

2.2. The service provider will be required to review all relevant documents, prepare detailed reports, and perform quality assurance on the work done.

2.3. The Service provider shall be mandated to provide clear findings and recommendations based on evidence and also present the findings to the relevant structures within the National Skills Fund (NSF).

2.4. The forensic investigation must amongst other things collect and analyze information related to-

2.4.1. the root causes that led to the occurrence of irregular and/or fruitless and wasteful expenditure;

2.4.2. the parties (officials, skills development provider and/ or any other third party/s) responsible;

2.4.3. whether the institution suffered a loss and amount of the loss;

2.4.4. the impact of the loss suffered by the NSF; and

2.4.5. whether the matter must be referred to the relevant authority for further action (civil, criminal, labour, etc.)

2.4.6. any breakdown in the designed internal controls and the impact thereof.

2.5. The determination test to be conducted must collect information related to:

2.5.1. the root causes that led to the fruitless and wasteful expenditure;

2.5.2. the parties (officials, skills development provider and/ or any other third party) responsible for the fruitless and wasteful expenditure;

2.5.3. any losses incurred by the NSF;

2.5.4. allegations of fraudulent, corrupt, or other criminal conduct; and

2.5.5. any breakdown in the designed internal control systems.

2.6. A report must be drafted for each case of irregular, fruitless and wasteful expenditure; therefore, **two (2)** reports must be produced.

3. REQUIREMENTS, COMPETENCIES AND SKILLS REQUIRED

3.1. The service provider must identify and provide a description of experience in assignments of similar nature and indicate that they have the required capacity to provide the services set out in the scope of work. The following must be demonstrated:

3.1.1. A company profile detailing the track record and proven experience in similar projects.

3.1.2. Three reference letters from previous or current clients, not older than 5 years.

3.1.3. Sufficient Human Resource capacity to conduct forensic investigations and determination tests.

3.1.4. Comprehensive CVs of investigators to be assigned to work with five years or more relevant experience.

3.1.5. The team leader must hold a relevant qualification such as BCom Accounting/Internal Audit/Forensic Auditing/Forensic Investigation or equivalent NQF level 8 qualification and relevant experience of at least 5 years.

3.1.6. A minimum of three (3) Personnel must hold a relevant qualification such as BCom Accounting/Internal Audit/Forensic Auditing/Forensic Investigation equivalent NQF level 7 qualification

3.1.7. The team leader and a minimum of two (2) members of the team must hold additional applicable certification(s) i.e. Forensic Investigations /registered with Association of Certified Fraud Examiners South Africa (ACFE SA), Institute of Commercial Forensic Practitioners (ICFP)/ or any other relevant recognized professional body

3.1.8. CVs must include certified qualifications not older than 6 months.

3.2. The service provider should have demonstrable capacity to conduct forensic investigation and the determination test on irregular, fruitless and wasteful expenditure.

3.3. The methodology and approach to be employed in conducting the forensic investigation and determination test as well as the any other administrative aspects must be clearly outlined as part of the proposal to the NSF and must cover the requirements as per the National Treasury Instruction Note 4 of 2022/2023 – PFMA Compliance and Reporting Framework.

3.4. The proposal must include a project plan from inception phase to project close that includes activities to be conducted with clear timelines.

4. PERFORMANCE MONITORING AND REPORTING

4.1. The successful service provider will report on work done to the NSF office of the Chief Financial Officer or delegated official.

4.2. The service provider will meet periodically with the office of the Chief Financial Officer or delegated official to discuss issues of mutual concern, review performance and discuss any improvements for effective and efficient services rendered.

4.3. The office of the Chief Financial Officer or delegated official will monitor the performance of the services in terms of quality and turnaround time.

4.4. The service provider must provide weekly progress updates on the implementation plan.

5. EVALUATION PROCESS

Evaluation will only be conducted on the basis of the following steps:

5.1. Phase 1: Mandatory requirement

5.1.1. The team leader must be registered with the relevant professional body. Failure to provide proof of professional membership will lead to **automatic disqualification.** Bids failing this stage will not advance to phase 2.

5.2. Phase 2: Compliance with the minimum requirements:

5.2.1. Bidders must make sure that the following documents are attached, signed and completed.

5.2.2. Signed quotation on the company letterhead and it must indicate quote date and expiry date.

5.2.3. SBD 1 Invitation of the BID

5.2.4. SBD 4 form: Declaration of Interest

5.2.5. SBD 6.1 Preference points claim form in terms of the Preferential Procurement

5.2.6. POPIA form signed by the bidder

5.2.7. Prospective bidders are required to attach their CSD report, starting with MAAA…Number.

5.2.8. During this phase, bids will be evaluated on the completeness of bid documents, minimum additional documents presented, documents signed, documents authenticated through certification or verification, etc. Bids failing this stage will not advance to phase 3.

6.3 Phase 3: Technical/functional evaluation

The criteria detailed below will be the basis for the technical/functional evaluation. This information will inform the NSF's final recommendation on the preferred proposal. A cut-off of 70 points is required to advance to the next phase of evaluation.

The following criteria will be considered in evaluating the technical/functional information:

CRITERIA	MAX. POINTS
Knowledge, competencies and skill: a. A company profile detailing the track record and proven experience in similar projects A company profile detailing the track record in the required services (***maximum 15 points***) • No company profile submitted or submitted profile does not cover the forensic investigation and determination test services (***0 points***) • 1 to 2 years relevant company experience (***5 points***) • 3 to 4 years relevant company experience (***10 points***) • 5 or more relevant years of company experience (***15 points***) **Methodology** b. The methodology and approach to be employed in conducting forensic investigation, determination test and drafting the required reports including administrative aspects (**maximum 20 points**) • An understanding of the NSF, PFMA and the National Treasury Instruction Note 4 of 2022/2023 – PFMA Compliance and Reporting Framework expressed in methodology and approach (***10 points***) Project plan from inception phase to project close (***10 points***) c. Comprehensive CVs	85

CRITERIA	MAX. POINTS
Comprehensive CVs of investigators to be assigned to the work with relevant qualifications (**maximum 20 points**). **Team leader minimum qualification** The team leader must hold a relevant qualification such as BCom Accounting/Internal Audit/Forensic Auditing/Forensic Investigation or equivalent NQF level 8 qualification ***(10 points)*** **Team members minimum qualifications** A minimum of three(3) personnel must hold relevant qualification(s) in BCom Finance/Accounting/Internal Audit/Forensic Audit/ Forensic Investigation or an equivalent NQF level 7 qualification ***(maximum 10 points).*** • 3 of team members have relevant qualification(s) **(10 *points*)** • 2 of team members have relevant qualification(s) **(6 *points*)** • 1 of team members have relevant qualification(s) **(4 *points*)** • 0 of team members have relevant qualification(s) **(0 points)** d. Experience of team leader and team members (***maximum 20 points***) **Team leader** Team leader with five years or more relevant experience in conducting forensic investigations and determination tests ***(maximum 10 points)*** **Team members** • 3 team members with five years or more relevant experience in conducting forensic investigations and determination tests ***(10 points)***	

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CRITERIA	MAX. POINTS
• 2 team members with five years or more relevant experience in conducting forensic investigations and determination tests ***(6 points)*** • 1 team member with five years or more relevant experience in conducting forensic investigations and determination tests ***(4 points)*** • 0 of the team members have less than five years of relevant experience in conducting forensic investigations and determination tests ***(0 point)*** **NB:** Comprehensive CVs must be submitted with certified proof of qualifications **e.** other certification ***(maximum 10 points)*** **The team members** • A minimum of two (2) members must hold additional applicable certification(s) i.e. Forensic Investigations /registered with Association of Certified Fraud Examiners South Africa (ACFE SA) / Institute of Commercial Forensic Practitioners (ICFP) or equivalent relevant recognized professional body ***(10 points)*** • One (1) member with additional applicable certification(s) i.e. Forensic Investigations /registered with Association of Certified Fraud Examiners South Africa (ACFE SA) / Institute of Commercial Forensic Practitioners (ICFP) or equivalent relevant recognized professional body ***(5 points)*** • No member with additional applicable certification(s) i.e. Forensic Investigations /registered with Association of Certified Fraud Examiners South Africa (ACFE SA) /	

CRITERIA	MAX. POINTS
Institute of Commercial Forensic Practitioners (ICFP) or equivalent relevant recognized professional body ***(0 points)***	
f. Reference letters Three reference letters from previous or current clients, not older than 5 years (***maximum 15 points***). • 3 reference letters submitted (***15 points***)	15

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CRITERIA	MAX. POINTS
• 2 reference letters submitted ***(10 points)*** • 1 reference letter submitted ***(5 points)*** • No reference letter submitted, or reference letter does not cover the scope of this request of quotation ***(0 points)***	
TOTAL POINTS	**100**

NB: Service Providers who fail to score a minimum of 70 points out of 100 points on functionality criteria will not be eligible for further consideration.

a. Phase 3: Price & Specific goals

i. Stage 1 – Price Evaluation (80 Points):

Criteria	Points
Price Evaluation □ *Pt* □ *P* min □ ***Ps =80*** □1□ □ □ *P* min □	**80**

The following formula will be applied to calculate the points awarded in relation to pricing and determination is informed as follows:

Ps- Points scored for comparative pricing of the bid submitted for consideration

Pt- Comparative pricing of the bid under consideration

Pmin - Comparative pricing of the lowest acceptable bid

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6.3.2. Stage 2 – SPECIFIC GOALS (20 Points):

6.3.2.1. **SPECIFIC GOALS POINTS ALLOCATION**: A maximum of 20 points may be allocated to a bidder based on the evaluation of the company's specific goals that are determined as follows:

Specific goals	Number of points (80/20 system)
Persons historically disadvantaged on the basis of race	10
Development of SMMEs	10

6.3.2.2. Specific goals are allocated to the bidder on receipts of the following documentation or evidence: A duly completed Preference Point Claim Form: Standard Bidding document (SBD 6.1): and the relevant specific goals.

6.3.2.3. Prospective bidders are required to submit the following documents in order to substantiate the specific goals claimed as per paragraph above.

- A CIPC certificate of the bidder and a CSD report to claim for persons historically disadvantaged based on race.
- CIPS registration and audited financial statements/ Audit report/Financial statements.

6.3.2.4. Non- submission of documents listed on paragraph above for specific goals will result in a zero (0) score allocated for specific goals.

AREAS OF EVALUATION	POINTS
Price	**80**
Specific goals	**20**
Total	**100**

6.3.2.5. The points scored by a bidder in respect of specific goals will be added to the points scored for price.

e. COSTING/PRICING

NB: NSF quotations will be valid for a period of one hundred and twenty (120) days from the closing date of the quotation. Potential bidders must submit quotations on their company letterhead as per the scope of work, and must indicate the following:

- **a.** Quotation date.
- **b.** Quotation expiry date (**NSF quotation will be valid for a period of one hundred and twenty (120) days from the closing date)**
- **c.** NSF request for quotation number and its closing date.
- **d.** Quotation must be hand or electronically signed with the name of the person who signed it.
- **e.** Name of the enquiry person and the contact details.
- **f.** Prices must be fixed for the duration of the one (1) month contract period for all prescribed items under 2. Scope of Work.
- **g.** Details of the cost/fee breakdown for all services to be rendered must be included.
- **h.** The price quoted must be fixed including all related costs (travel, accommodation, equipment, communication/data to 178 Francis Baard Street in Pretoria). This must include provision of in-person consultations that may be required in the duration of the one (1) month contract:
  - **i.** Once-off in-person briefing meeting with the service provider (post-appointment)
  - **ii.** Two consultations (online) regarding the Determination tests.
  - **iii.** Prices must include provision of consultations with the NSF project manager as and when required throughout the duration of the contract period.

f. COMPLETION OF ALL DOCUMENTATION

- **a.** All the standard RFQ documentation attached must be completed and submitted with proposals, together with the costing and tax clearance certificate in the latest format with a verifiable PIN code.

g. CONDITIONS OF QUOTATIONS

a. The Preferential Procurement Policy Framework Act No. 05 of 2000 will apply to this RFQ as follows:

- **i.** The NSF reserves the right to award or not to award this contract.
- **ii.** The NSF reserves the right not to accept the lowest cost proposal;
- **iii.** The NSF will enter into a formal contract with the successful service provider.
- **iv.** The NSF reserves the right to terminate the contract should the performance verify of the service provider to be unsatisfactory.
- **v.** The NSF has the right to visit the business premises of the service provider to verify the information provided in the tender documents but will inform the service provider in advance of such a verification visit;
- **vi.** It is the responsibility of prospective bidders to ensure that their bid documents are submitted before the closing time and date of the tender;
- **vii.** Quotes received after closing time and date are late and will NOT be considered;
- **viii.** Any change of information provided in the tender document that may affect delivery of services should be brought to the NSF's attention as soon as possible. Failure to comply may result in the contract being terminated; and

b. All copyrights and intellectual property rights in respect of products developed by the service provider during the project will vest in the National Skills Fund who has the right to allow any other individual, company, agency or organisation to use or modify the product for any purpose.

h. ADDITIONAL PRESCRIPTS

a. In terms of section 76(4)(c) of the Public Finance Management Act, 1999 (Act No. 1 of 1999) (PFMA), the National Treasury may make regulations or issue instructions applicable to all institutions to which the PFMA applies concerning the determination of a framework for an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective. The National Treasury subsequently issued National Treasury Instruction Note 3 of 2021/2022 in terms of section 76(4)(c) of the PFMA.

b. In terms of paragraph 5.1 of National Treasury Instruction Note 3 of 2021/2022, the Director-General of Higher Education and Training, as accounting authority of the NSF, may

- **i.** Expand a contract by increasing the scope of work; or
- **ii.** Vary a contract by changing the scope of work.

c. Paragraph 5.4 states that the accounting authority (AA) must, in a format determined by National Treasury, submit a monthly report, including the reasons for the expansion or variation, to the relevant treasury and the AGSA, if a contract for

- **i.** construction related goods, works and services or both are expanded or varied by more than 20% or R20 million (including all taxes), whichever is lesser; and/or
- **ii.** All the goods and services or both expanded or varied by more than 15% or 15 million (including applicable) whichever is the lesser.

d. In terms of paragraph 5.5 of the above-mentioned National Treasury Instruction Note(s), the AA must record expansions or variations referred to in paragraph 5.4 in the annual report of the institution in a format determined by National Treasury.

e. Once appointed, service providers shall adhere to the above-mentioned prescripts as follows:

i. Service providers shall not provide any goods and services that exceed the order amount;

ii. Service providers shall refrain from providing any additional goods and services exceed the order amount, unless prior written approval for the variation has been granted by the Director-General of Higher Education and Training, as the accounting authority of the NSF, or his/her delegated official.

iii. NSF shall not be liable to reimburse the appointed service provider for any goods or services that exceed the order amount, incl. approved variations thereon.

iv. NSF shall not be liable to reimburse the appointed service provider for any goods or services where such goods and services have been rendered prior to obtaining the order (incl. variation orders) thereof.

i. BRIEFING SESSION

None

j. SUBMISSION DATE AND ADDRESS

12.1 The deadline to submit the quotes and relevant documentation is as follows:

Closing date: 15 September 2026
Time: 11:00 am

12.2 Bids must be submitted as follows:

12.2.1 Three (3) hard copies of the bid (one document must be the original and contain the signed mandatory SCM documents and two copies of the original)

12.2.2 It must also be emailed to SCM email rfq@nsf.org.za on the closing day for the submission time tracking purposes.

12.3 Quotations must be e-mailed to rfq@nsf.org.za and hand delivered to **178 Franciss Baard Street, Ndinaye house, Pretoria 0001.** Three (3) hard copies

of the bid (one document must be the original and contain the signed mandatory SCM documents and two copies of the original). No late submissions will be accepted.

k. ENQUIRIES

- All enquiries regarding these Terms of Reference should be addressed to:

  Ms Z Zuma
  E-mail address: ZandileZ@nsf.org.za

- Enquiries related to Supply chain management:
  Ms F. Monaheng
  Emai: rfq@nsf.org.za